

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER		PAGE OF 1 26	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER 75H70723Q00068		6. SOLICITATION ISSUE DATE 03/23/2023
7. <b>FOR SOLICITATION INFORMATION CALL:</b>		a. NAME ERIC WRIGHT			b. TELEPHONE NUMBER (No collect calls) 505-256-6752		8. OFFER DUE DATE/LOCAL TIME 04/07/2023 1200 MT
9. ISSUED BY CODE 203  Albuquerque Indian Health Service 4101 Indian School Rd NE, Suite 225 Albuquerque NM 87110				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 621320 SIZE STANDARD: \$9			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO CODE THSMSU  Mescalero Service Unit Optometry Department 318 Abalone Loop Mescalero New Mexico 88340		16. ADMINISTERED BY CODE 203  Albuquerque Indian Health Service 4101 Indian School Rd NE, Suite 225 Albuquerque NM 87110		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
17a. CONTRACTOR/ OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE			
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Solicitation# 75H70723Q00068 is issued to provide Optometrist non personal healthcare services at the Mescalero Service Unit Optometry Department.						
	(Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	
				ERIC K. WRIGHT			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED      ☐ INSPECTED      ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY ( <i>Print</i> )	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT ( <i>Location</i> )	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

**SECTION 1 - SUPPLIES OR SERVICES AND PRICES/COSTS****1.1 SERVICES**

- 1.1.1 The Indian Health Service (IHS)/Albuquerque Area Mescalero Service Unit (MSU) has a requirement for Optometrist non personal healthcare services.

**1.2 PRICE OR COST**

This Solicitation is issued with the quantities shown in the Schedule of Charges.

**1.3 GENERAL CONTRACT INFORMATION**

- 1.3.1 This is a non-personal health care service contract, as defined in Federal Acquisition Regulation (FAR) 37.401, under which the contractor is an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over the medical, professional aspects of services rendered (e.g., professional judgments, diagnosis for specific medical treatment). The contractor indemnifies the Government for any liability producing act or omission by the contractor, its employees and agents occurring during contract performance. The contract must maintain medical liability insurance. Coverage amount acceptable to the Contracting Officer, which is not less than the amount normally prevailing within the local community for the medical specialty. The contract is required to ensure that its subcontract for provisions of health care services contain the requirement of the Clause 52.237-7, including the maintenance of medical liability insurance.
- 1.3.2 As an independent Contractor; billing and collecting for the federal, state and other local city/county taxes is the burden of the Contractor, this includes the New Mexico Gross Receipt Taxes (NMGR) for services provided in any county of the State of New Mexico.
- 1.3.3 The Contractor's price/cost for services under this contract should include all applicable taxes for Internal Revenue Service (IRS), State of New Mexico Taxation and Revenue agency and/or other revenue agencies. The Indian Health Service will not withhold taxes nor will it issue a W-2 to the contractor.
- 1.3.4 **FINGERPRINTING REQUIREMENTS FOR SECURITY AND SUITABILITY:**  
 "Prior to start of services specified by the contract scope of work, the Contractor must contact Warren Cheromiah, at Telephone No. (505) 256-6749, AAO, Division of Contracts and Grants, to schedule an appointment to complete the fingerprinting process required by the IHS regulations pertinent to security and character background investigations."

**1.4 CONTRACT PRICE**

- 1.4.1 Upon delivery and acceptance of the item(s) specified in the DELIVERY Article in SECTION 7 of this contract, the Government shall pay to the Contractor resulting from the awarded contract price.
- 1.4.2 Upon delivery and acceptance the services described in the PERFORMANCE WORK STATEMENT (PWS) and identified in the schedule of charges below, the Government shall pay to the Contractor the total prices set forth on the specified contract line items.
- 1.4.3 The Contractor shall be paid upon submission of an invoice and completion and acceptance (if deliverable) or verification (if service) by the Contracting Officer's Representative (COR), of the deliverables and/or services indicated below. Submit invoices in accordance with the instructions contained in FAR clause 52.232-25, Prompt Payment, and Section 10 of this contract. Unit price shall be an all-inclusive rate of all other fees including travel expenses, per diem, lodging all cities, state, federal, local taxes and miscellaneous cost associated with the requested contracted services:

		Est Usage Per Year				Fixed Unit Price		Annual Amount	
	Profession	Min	Max	Est Hours Each	Est Overtime Each	Hourly Rate	Over Time	Min	Max
Base Year	Optometrist	1	2	2080	56	\$ _____	\$ _____	\$ _____	\$ _____
Option Year #1						\$ _____	\$ _____	\$ _____	\$ _____
Option Year #2						\$ _____	\$ _____	\$ _____	\$ _____
Option Year #3						\$ _____	\$ _____	\$ _____	\$ _____
Option Year #4						\$ _____	\$ _____	\$ _____	\$ _____

**SECTION 2 – DEFINITIONS:**

- 2.1 **Acceptance:** As stated in FAR, subpart 46.5, Constitutes acknowledgement that the supplies or services conform to the applicable contract quality and quantity requirements and subject to other terms and conditions of the contract.
- 2.2 **Approval:** Acknowledgment by the designated Government official that submittals, deliverables, or administrative documents (e.g., insurance certificates, installation schedules, planned utility interruptions, etc.) conform to the contractual requirements. Government approval does not relieve the Contractor from responsibility for compliance with contract requirements.
- 2.3 **Area:** A defined geographical region for Indian Health Service administrative purposes. Each Area Office may administer several Service Units.
- 2.4 **Blanket Purchase Agreement (BPA):** is a simplified method of filling anticipated repetitive needs for supplies or services.
- 2.5 **Business Associate (BA):** Any company or person that shown to, handles, or works with the data or medical records of the medical entity.
- 2.6 **Business Associate Agreement (BAA):** A BAA is a contract between a HIPAA-covered entity and a HIPAA BA. The contract protects personal health information (PHI) in accordance with HIPAA guidelines.
- 2.7 **Code of Ethics:** The Revised American Nurses Association Code of Ethics and Standards of Practice and Care, published in 1996 by the American Nurses Association, which makes explicit primary goals, values and obligations of the nursing profession.
- 2.8 **Contract:** This is a legal binding document between the Government and the Contractor.
- 2.9 **Contractor:** The individual award a legal binding contract to provide supplies and services.
- 2.10 **Contracting Officer (CO):** A Government employee with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.

- 2.11 Contracting Officer's Representative (COR):** A federal employee who assists the CO in the administration of this contract. The COR is primarily responsible for the technical assistance and day-to-day program management.
- 2.12 Customer:** Patients, staff and visitors of an IHS service unit and health center.
- 2.13 Customer Evaluation/Input:** Written comments made to the COR regarding the Contractor's performance. This is one of the criteria used to evaluate the Contractor's performance.
- 2.14 Federal Acquisition Regulation (FAR):** The FAR is the primary regulation for use by all Federal Executive agencies in their acquisition of supplies and services with appropriated funds.
- 2.15 Health Clinics/Center:** A facility physically separated from a hospital, with a full range of ambulatory services including at least primary care providers, nursing, laboratory, and x-ray, which are available at least 40 hours a week for outpatient care.
- 2.16 Indefinite Delivery/Indefinite Quantity:** No set delivery time and no set quantity amount (used for recurring purchases with no set delivery time or quantity).
- 2.17 Non-Personal Health Care Services:** A contract under which the personnel rendering the health care services are not subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees, as defined in FAR 37.401
- 2.18 Ordering Activity:** An authorized user of IHS that may issue a Solicitation to obtain required services under this contract.
- 2.19 Orientation:** An activity designed to provide basic familiarization of the facility and transition into the IHS Service Unit and/or Health Center.
- 2.20 Past Performance Information:** Relevant information regarding a contractor's actions under previously awarded contracts.
- 2.21 Patient Outcome:** End result of nursing care.
- 2.22 Performance Based Matrix:** Lists the services and the standards to determine quality of performance.
- 2.23 Personal Protective Equipment (PPE):** The equipment used to protect medical personnel from exposure to biological, chemical, and radioactive hazards.
- 2.24 Point of Contact:** Person other than the COR or the Alternate COR
- 2.25 Quality Assurance Surveillance Plan (QASP):** A written document prepared and used by the government for Quality Assurance surveillance of the contractor's performance.
- 2.26 Service Unit:** The local administrative unit of IHS.
- 2.27 Standards of Practice and Standards of Care:** Authoritative statements by which it describes the responsibilities for which its practitioners are accountable.
- 2.28 Technical Direction:** A directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor.
- 2.29 Solicitation:** An order issued in accordance with the terms of a contract (GSA or VA, etc.) that details a specific requirement.
- 2.30 Valid Patient Complaint:** Justifiable accusation made by a patient and supported by investigation.
- 2.31 Verifiable Emergency:** An unexpected/unplanned absence by the contractor requiring valid documentation to confirm the occurrence.

### SECTION 3 – GOVERNMENT-FURNISHED PROPERTY AND SERVICES:

- 3.1** The Government will provide the following item(s) of Government property to the Contractor for use in the performance of this contract. This property used and maintained by the Contractor in accordance with provisions of FAR Clause 52.245-1, Government Property (found in Section 3).

Item No	Property Description	Qty.	Date Available
1	Computer	1	Upon Arrival
2	Telephone	1	Upon Arrival
3	Desk/Chair	1	Upon Arrival
4	PIV Card	1	Upon Arrival
5	PPE Equipment	1	Upon Arrival

### 3.2 Government Furnished Information / Property and Services

- 3.2.1 Information:** Government unique information related to this requirement, which is necessary for Contractor performance, made available to the Contractor. The COR will be the point of contact for identification of any required information to be supplied by the Government.
- 3.2.2 Joint Use by the Government and the Contractor:** Except for the property and service listed in 10.7.1, the Government will provide, for joint use by the Government and the Contractor, all necessary equipment, supplies, and clinic space to perform the services under this contract.
- 3.2.3 Contractor Exclusive Use:**
- 3.2.3.1 Personal Protective Equipment (PPE):** The Government will furnish the Contractor with appropriate PPE other than specified in the contract. The Government will be responsible for any repair, cleaning, and inventory required for the PPE. This does not include any type of uniform or laboratory coat.
- 3.2.3.2** The Government will provide facility specific contractor identification badges for each contractor. For lost or destroyed badges, there is a minimum charge of \$20.00.
- 3.2.3.3 Training:** Facility specific orientation/training necessary for the Contractor to perform the required duties, e.g., IHS information technology (IT) systems and operational procedures. Training provided ONLY if the subject matter is necessary to improve or enhance the quality of services or includes mandates made by the IHS Service Units/Health Centers while the providers are

working under this contract. Training not provided for the purpose of continuing education, career development or individual development.

### 3.3 Contractor Furnished Property

- 3.3.1 Except for the property specified in paragraph 10.9.3 as government furnished, the Contractor shall provide all uniforms and other personal medical instruments subject to the following:
- 3.3.2 Uniforms and Lab Coats: Uniforms and Lab Coats must conform to the requirements of the Indian Health Service Manual, Part 3, and Chapter 4 and meet the approval of the Chief Nurse Executive at each IHS facility.
- 3.3.3 Other personal medical instruments: "Other personal medical instruments" defined, as Contractor owned items include but not limited to stethoscope, scissors, as appropriate to the work unit. The Contractor must not use unsafe equipment or supplies at any time during performance of this contract. All Contractor furnished equipment and supplies shall be subject to inspection by the Government and must be approved by the COR prior to use by the Contractor. The Government reserves the right to prohibit the use of any materials, supplies, or equipment.

## SECTION 4 - CONTRACTOR FURNISHED ITEMS

- 5.1 Except for the property specified in Section 10.7, Contractor will provide all other items as required to carry out the services.

## SECTION 5 - PERFORMANCE WORK STATEMENT

### 5.1

The contract shall provide Optometry Evaluation and Treatment non personal services agreement as an Optometrist with the following specifications:

- Diagnosis of visual and ocular problems through external and internal physical examinations of the eye and adnexa.
- Detection of neuromuscular impairment or anomalies of binocular function.
- Treatment of visual disorders through prescription of corrective lenses and vision training and pharmacological means
- Treatment of unusual and/or complex visual and ocular disorders through the application of advanced optometric techniques.
- Use of all forms of topical ophthalmic therapeutic medicines as well as oral therapeutic medicines to manage ocular pathology and trauma.
- Performance of minor surgical procedures including, but not limited to, anterior segment foreign body removal, corneal debridement, and suture removal.
- Ocular pathology, diagnosis and management comprise of the patient caseload. Utilization of laboratory and radiology services to evaluate ophthalmic conditions. Provision of emergency care services on an outpatient setting.
- Independently diagnosing and managing optometric and ocular medical problems.
- Perform mandated examinations such as diabetic retinopathy and glaucoma screenings
- Serves as the point of referral for difficult or complex cases where the other staff optometrists may require additional expertise.
- Advising members of the medical staff concerning ocular conditions and the interpretation of vision testing results and recommending test procedures most likely to solve diagnostic problems.
- Coordinating medical eye care with other physicians as appropriate.
- Referring and coordinating with Patient and Referred Care (PRC) for patients requiring medical, surgical, and/or diagnostic services outside the Service Unit.
- Gaining proficiency in the use of new biomedical devices and equipment in optometry and ophthalmology to insure that services provided are consistent with the standard of care accepted by the medical community at large.
- Provides specialty services and clinics per program directives and need, including, but not limited to the following: low vision, contact lenses, geriatric and special needs patients
- Routine duties shall include providing eye care services, including refractions, to individuals eligible for services provided by the IHS in homes, schools, clinics, job sites, and other community locations within the Mescalero Service Unit.
- Contractor shall provide thorough and concise written documentation of evaluations, treatment, active orders, medications and referrals through the Electronic Health Record, as necessary, in a timely manner in accordance to the MSU HIM Internal Control policy and other applicable guidelines. Record keeping, release of information and patient confidentiality are in compliance with HIPAA Guidelines.
- Contractor shall have knowledge of appropriate Personal Protective Equipment (PPE) use and disposal procedures for infectious control purposes.
- Contractor shall participate in Quality Assurance/Risk Management activities of the hospital and peer review functions.
- Contractor will adhere to guidelines as outlined in the Medical Staff Bylaws.
- Contractor must maintain credentialing and privileges at MSU.
- Contractor shall only be compensated at the agreed contract amount based on invoices submitted and only for services in direct performance of this contract.
- Training and training expenses are not covered by this contract, unless it is included as; training required by IHS for new Technology or as requirement of the IHS and IHS itself has not had the required training to carry out its mission.
- The contract terms and conditions does not allow for accrual of annual or sick leave or other fringe benefits.
- Overtime compensation is not authorized in this contract.
- QUALIFICATIONS
  - Contractor will maintain active unrestricted license to practice optometry in this state or any other state of the United States of America throughout the duration of this contract; proof will need to be provided prior to assignment.
  - Contractor must have a Doctor of Optometry degree from an educational program that is accredited by the Accreditation Council on Optometric Education (ACOE); proof will need to be provided prior to assignment
  - Contractor will be BLS certified and maintain certification throughout duration of this contract; proof will need to be submitted prior to assignment
  - Contractor must maintain credentialing and privileges at Mescalero Service Unit
  - Contractor must have a valid driver's license
  - Poses, maintain and able to provide proof of Medical Professional Liability Insurance in the amounts of \$1,000,000/\$3,000,000.

- SCHEDULE

- Services are required at 40 hours per week (with a half hour NON-PAID lunch break). Scheduled shift **will not** include weekends and holidays.
- Optometry hours of Operation are:
  - Monday thru Friday, 8 AM thru 4:30 PM
  - CLOSED ON Weekends and Holidays
- Contractor's Employee work hours may vary as requested by the Clinical Director or Designee and/or depending on the need of the Mescalero Service Unit. Travel to/from the facility site is not included in the schedule hours and contractor's employee cannot invoice that as part of the scheduled shift.

- The Contractor's Employee shall be responsible for notifying the designated Contracting Officer's Representative in advance of any situation that would prevent them from their scheduled shift.
- The unit price paid to the Contractor shall be considered as payment in full for services provided under this contract and shall be inclusive of all travel, taxes, and associated fees. It is the sole responsibility of the contractor to collect and pay for any New Mexico State Gross Receipt Taxes for work performed in the State of New Mexico, regardless of county the work was performed. In no way shall the contractor bill or collect from any IHS patient, or from any alternate resource for which the patient may be eligible, any monies for services provided under this contract.
- **CONTRACTOR PERFORMANCE CONDITIONS AND RESPONSIBILITIES**
  - Contractor is responsible for maintaining satisfactory standards of competence, conduct, appearance and integrity. The quality of work performance of the contractor shall be subject to review.
  - Contractor shall abide by the facility standards of conduct and the policies and procedures of the service unit and the assigned unit.
  - Contractor is responsible for notifying the Clinical Director or the Designee on duty if he/she will be late, or is ill and/or is unable to work for other reasons.
  - Contractor is compensated only for hours actually worked at the agreed compensator rate.
  - Cooperative Attitude: Behavior that is positive and displays a willingness to perform assigned patient care tasks and to be a team player.
  - Cultural Awareness: Realization and respect for American Indian and Alaska Native practices.
  - Contractor shall possess basic knowledge, skills, and abilities to use a computer and health and Optometry care software programs.
  - 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.

## 5.2 Work Schedule

- 5.2.1 **Scheduling of Shifts:** The COR or Alternate COR at the IHS facility will determine specific tour of duty. The scheduler will determine the schedule along with the COR or the Alternate.
- 5.2.2 **Work Flexibility:** As directed by the COR, the Contractor's employee must rotate into other duty sections as needed to support patient care.
- 5.2.3 **Work Absence:** The Contractor will perform and obtain approval from their agency who will inform the COR and/or Alternate COR prior to any absence from work. If the length of the absence exceeds working hours the Contractor must request from agency approval at least fifteen (15) days, (the exception is verifiable emergencies) in advance of the desired absence.
- 5.2.4 The Contractor must perform and maintain documentation from a qualified health care provider for absences of three (3) or more consecutive days, due to illness, stating:
- 5.2.4.1 The cause of the current illness or incapacitation AND
- 5.2.4.2 Indicating the Contractor as contagious or non-contagious.
- 5.2.5 Training: Only in house training will be provided to the Contractor employees.

## 5.3 Performance Evaluation: In accordance with the standards set forth in the contract and Performance Work Statement Matrix (Section 6).

- 5.3.1 The Contractor meets with the care team to discuss scheduled patients and communicates the patients' needs and recommended treatment to care team. Provides assistance to the care team.
- 5.3.2 The Contractor contacts patients for follow up diagnostic tests, referrals, appointments, or medical follow-up as appropriate. The Contractor provides patient education and self-management support by making weekly/monthly calls to encourage patient to meet goals.
- 5.3.3 The Contractor maintains, identifies, and creates panel of high-risk patients for care management. The Contractor will track performance measures monthly and shares with the team. The Contractor will triage patients, on the teams' panel, who walk-in or call for services and directs them appropriately.
- 5.3.4 The Contractor will in emergency situations, when a physician is not present or immediately available, initiates appropriate measures; for example, takes resuscitation measures in case of cardiac or respiratory arrest, calls for assistance, (begins CPR, call Code Blue).
- 5.3.5 The Contractor will document observations, nursing interventions, therapeutic measures administered and status of coordinated activities between nursing and other professional disciplines utilizing the problem oriented record system.
- 5.3.6 The Contractor is responsible for operating specialized equipment during patient visit.

## 5.4 The contractor will perform work with multicultural patients and interpreters as necessary for non-English speaking patients.

## 5.5 Conduct: The Contractor must perform standards as listed in the Federal Code of Conduct.

## 5.6 Conditions of Contract Services: All contractors providing service under this contract must attend mandatory orientations specified by the Service Unit.

- 5.6.1 The contractor must be subject to character investigation as required by Public Law 101-360, the Indian Health Child Protection and Family Violence Prevention Act prior to performance of a contract by utilizing the US Office of Personnel Management (OPM), Electronic Questionnaire for Investigation Processing (eQIP) system and this shall include all fingerprinting procedures and clearances. The contractor must provide all requested information necessary to perform Level I and Level II background checks. The contractor must comply with the requirement to obtain security investigations. The contractor must work with the IHS to ensure that the pre-employment screening process includes the appropriate investigation questionnaires and forms to be completed. The contractor will review all completed forms and forward onto the Government personnel. The contractor will be immediately removed from the position (at any time the investigation receives unfavorable adjudication, or, if other unfavorable information that would affect the investigation becomes known).
- 5.6.2 **Identification of Contractor:** The Contractor must wear a government issued contractor identification badge during performance of duty. After 120 day's PIV, cards issued at the Service Unit.
- 5.6.3 **Management of Medical Information:** The Contractor must manage all patient information in accordance with HIPAA standards, Privacy Act, and IHS Service Unit and/or Health Center specific policies and protocols. The Contractor must immediately report to the Contracting Officer or COR any information or circumstances that may violate any statute, policy, or procedure.
- 5.6.4 **IHS Information Technology Systems:** In performance of this contract, the Contractor must adapt to and successfully utilize IHS information technology systems such as Electronic Health Records (EHR) or RPMS, which the IHS has deemed necessary for acceptable contractor performance. The IT policies and procedures are available to the Contractor at the Service Unit and the Contractor will adhere to

the IHS Information Technology System Security Policies and procedures. The Contractor must follow all appropriate federal required information Technology security requirements and will be operating under Health Insurance Portability and Accountability (HIPAA) and Privacy Act regulations.

## 5.7. CONTRACTOR QUALIFICATION REQUIREMENTS:

### 5.7.1 Professional Development:

- Contractor will maintain active unrestricted license to practice optometry in this state or any other state of the United States of America throughout the duration of this contract; proof will need to be provided prior to assignment.
- Contractor must have a Doctor of Optometry degree from an educational program that is accredited by the Accreditation Council on Optometric Education (ACOE); proof will need to be provided prior to assignment
- Contractor will be BLS certified and maintain certification throughout duration of this contract; proof will need to be submitted prior to assignment
- Contractor must maintain credentialing and privileges at Mescalero Service Unit
- Contractor must have a valid driver's license
- Posses, maintain and able to provide proof of Medical Professional Liability Insurance in the amounts of \$1,000,000/\$3,000,000.

5.7.2 **Experience:** The Contractor must have a resume that provides experience that equips the applicant with the particular knowledge, skills and abilities to perform successfully the duties of the position, and that is typically in or related to the work of the position.

5.7.3 **Motor Vehicle Operator's License:** Contractors will not operate any Government-Owned vehicles. If required to provide health care services, they are allowed only as passengers in the Government-Owned Vehicle driven by a Federal employee.

5.7.4 **Health Requirements of Contracted Healthcare Providers:** Furnish documentation that reflects immunity for the indicated vaccine preventable diseases through documented disease, vaccination history, serology results, and/or any documented episodes of adverse events after vaccination. Any contractor's employee who is allergic to a component of a vaccine and/or have a history of a severe reaction to a vaccine is not required to receive that vaccine with documented proof of contraindication to the vaccination. The following are additional requirements for specific vaccine preventable diseases.

- Measles:
  - Vaccinations with 2 doses of live measles or MMR vaccines administered at least 28 days apart,
  - Laboratory evidence of immunity,
  - Laboratory confirmation of disease, or
  - Birth before 1957.
- Mumps:
  - Vaccinations with 2 doses of live mumps or MMR vaccines administered at least 28 days apart,
  - Laboratory evidence of immunity,
  - Laboratory confirmation of disease, or
  - Birth before 1957.
- Rubella:
  - Vaccinations with 1 dose of live rubella or MMR vaccines administered at least 28 days apart,
  - Laboratory evidence of immunity,
  - Laboratory confirmation of disease, or
  - Birth before 1957
- Hepatitis B:
  - Vaccinations with three doses of Hepatitis B vaccines, or
  - signed declination of Hepatitis B vaccination series.
- Varicella:
  - Vaccinations with two doses of varicella at least 4 weeks apart,
  - Laboratory evidence of immunity or confirmation of disease,
  - Diagnosis or verification of history of varicella disease by a health care provider, or
  - Diagnosis or verification of a history of herpes zoster by a health care provider.
- Influenza:
  - Vaccination with one dose of current annual influenza season vaccine.
  - Documented proof of the contraindication to the influenza vaccination as outlined by Advisory Committee on Immunization Practices recommendations, or
  - Written statement justifying religious exemption from influenza vaccination.

Note: unvaccinated contract staff with an approved medical or religious exemption must wear an IHS-provided surgical or similar mask when working in patient care areas or other areas frequented by patients in an IHS facility during the influenza season.

- Pertussis
  - Vaccination with one dose of Tdap vaccine.
- Any additional immunization in accordance with IHS Immunization Policy that is available upon request.

The contract staff must have written documentation of TB test (TST or IGRA) within the last 12 months. If documented Positive TB test:

- Provide chest x-ray report of "No active TB disease" following positive TB test.
- Annual sign and symptoms screen:
  - If negative sign and symptom screen, follow up chest x-ray not indicated.
  - If signs and symptoms screen positive, contract staff must have written documentation of chest x-ray and health care provider evaluation.

Credentialed provider contract staff they must have documentation from the provider's physician or chief of staff that confirms they do not have any health problems (including disability, emotional stability, drug, or alcohol dependency) that might impair his/her ability to care for patient at time of application.

### 5.7.5 Criminal History Background Check:

Contractor's employees whose duties and responsibilities involve regular contact or control over children are subject to a character investigation as required by Public Law 101-630, The Indian Child Protection and Family Violence Act. The minimum standards of character shall ensure that none of the individuals described in this order have been found guilty of, or entered a plea of nolo contendere or guilty to, any felonious offense, or any of two or more misdemeanor offenses, under federal, state, or tribal law involving crimes of violence; sexual assault, molestation, exploitation, contact or prostitution; crimes against persons; or offenses committed against children. These crimes do not hold a time statute and will be evaluated the same under any Child Care "CNACI" investigation with IHS. IHS will conduct these investigations

following award of a contract. Until the character investigation has been completed and the Contracting Officer notified of the results, the Contractor's employees must not have unsupervised contact with Indian children. Contractor's employees are not able to work a scheduled shift until the security check is performed and clearance has been obtained by the appropriate agency. At a minimum, fingerprints are required, and upon clearance of this stage, a contractor's employee may work a scheduled shift. However, Contractor's employees are required to complete the detailed background application and the application is to be completed within 30 days once the contractor's employee has been given physical and logical access. All Contractors' employees are subject to criminal background check prior to performing services in accordance with Solicitation terms and conditions. The contractor shall ensure that each of their employees complete the Certification of Criminal History and Background Check Packet. The completed forms are to be returned to the COR. Additional Background Check packets can be obtained through the COR. See HHSAR Clauses 352.237-72 and 352.237-73.

- 5.7.6 **Required Training:** Protecting Children from Sexual Abuse as stated in IHM Circular 19-05: Contractor Training Plan for Implementation of Indian Health Manual Part 3, Chapter 20, Protecting Children from Sexual Abuse by Health Care Providers. Each provider must take this training within 30 days from their start date at the service unit. Certificate should be provided to the COR.

- 5.7.7 **Subpoenas/Testimonies:** Contractors are mandated to cooperate with the appropriate IHS managers when the contractors' employees are subpoenaed or requested by Tribal, State or Federal Parties to provide testimony as stated in Section 5-27.3(B)(9) of the Indian Health Manual.

- 5.8 **Challenges to Conflicts:** For any inconsistency between COR and Contractor's employee, the employee should contact their agency. If this situation needs further remedies, then the Contractor will contact the COR
- 5.9 When the Contractor demonstrates impaired judgement, they cannot continue working on the Solicitation. The Government reserves the right to remove from the facility any Contractor employee who in the judgment of a licensed healthcare practitioner is impaired.
- 5.10 **APPLICABLE DOCUMENTS:**
- Business Associate Agreement
  - OF 306 – Addendum to Declaration for Federal Employment – Indian Health Service Child Care & Indian Child Care Work Positions

## SECTION 6 0 QUALITY ASSURANCE SURVEILLANCE PLAN

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## SECTION 7 - PACKAGING AND MARKING

### 7.1 PACKAGING

All deliverables shall be preserved, packaged, and packed in accordance with normal commercial practices to meet the packing requirements of the carrier including which is necessary to prevent deterioration and damages due to the hazards of shipping, handling, and storing.

### 7.2 MARKING

Each package/container shall be clearly marked as follows:

- Name of Contractor
- Contract Number
- Description of Items Contained Therein
- Consignee's Name and Address

### 7.3 DELIVERY

All deliverables delivered to the following addresses:

Mescalero Service Unit  
Optometry Department  
318 Abalone Loop  
Mescalero, New Mexico 88340

## SECTION 8 - INSPECTION AND ACCEPTANCE

- 8.1 **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 COR, as a duly authorized representative of the Contracting Officer, shall assume the responsibilities for monitoring the Contractor's performance, evaluating the quality of services provided by the Contractor and performing final inspection and acceptance of all deliverables and services called for by the contract.

### 8.2 FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

FAR Clause No.	Title	Date
52.246-4	Inspection of Services – Fixed Priced	(Aug 1996)

## SECTION 9 - DELIVERIES OR PERFORMANCE

- 9.1 **PERIOD OF PERFORMANCE:** The period of performance will be for a 12-month base year period with 4 one-year option period for renewal.

9.1.1 Services under this contract shall commence NLT 10 days after all clearances occur.

9.1.2 Total contract award must not exceed five years.

- 9.2 **PLACE OF PERFORMANCE:** The contractor will provide requested non-personal healthcare services to the following Albuquerque Area Indian Health Service Facility:

9.2.1 Mescalero Service Unit  
Optometry Department  
318 Abalone Loop  
Mescalero, New Mexico 88340

- 9.3 Travel to and from the facility/office site are not included in the tour of duty. See Section 5.2 for shift hours.



**9.4 GOVERNMENT HOLIDAYS** (<https://www.federalpay.org/holidays>)

New Year's Day	Martin Luther King's Birthday	President's Day	Memorial Day
Independence Day	Labor Day	Columbus Day	Veteran's Day
Thanksgiving Day	Christmas Day	Juneteenth	

\*Any other day specifically declared by the President of the United States to be a national holiday (see [www.opm.gov/fedhol](http://www.opm.gov/fedhol)).

**SECTION 10 - CONTRACT ADMINISTRATION**

**10.1 AUTHORITIES OF GOVERNMENT PERSONNEL:** Notwithstanding the Contractor's responsibility for total management during the performance of this Contract, the administration of the Contract will require maximum coordination between the Government and the Contractor. The following individuals will be the Government's points of contact during the performance of this Contract.

**10.2 CONTRACTING OFFICER**

The IHS Contracting Officer (CO) is the only individual authorized to modify this Contract. The CO responsible for administrative and contractual issues concerning this Contract is:

Eric Wright, Contract Specialist (CS)  
 Indian Health Service/Division of Contracts & Grants Management (DCGM)  
 4101 Indian School Road NE, Suite 225 Albuquerque, NM 87110  
 Phone: 505-256-6752  
 Email: [eric.wright@ihs.gov](mailto:eric.wright@ihs.gov)

Send all communications pertaining to contractual and/or administrative matters to the address above and to the Contract Specialist administering this Contract.

**10.3 CONTRACT ADMINISTRATOR**

All Contract administration performed by:  
 Eric Wright, Contract Specialist (CS)  
 Indian Health Service/Division of Contracts & Grants Management (DCGM)  
 4101 Indian School Road NE, Suite 225 Albuquerque, NM 87110  
 Phone: 505-256-6752  
 Email: [eric.wright@ihs.gov](mailto:eric.wright@ihs.gov)

**10.4 CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

10.4.1 Deena Evans, 575-464-3808, is hereby designated as COR for this service. The COR responsibilities will be to coordinate with the contractor the technical aspects of this service and the review of performance hereunder. The COR does not have the authority to change or alter the order amount, terms and conditions.

10.4.2 The COR's responsibilities will include ensuring contractor accountability. Monitoring the Contractor's technical progress including the surveillance and assessment of performance and recommending to the CO changes in requirements. Interpreting the PWS. Performing technical evaluations as required. Perform technical inspection and acceptance as required. Assisting the Contractor in the resolution of technical problems encountered during performance. Perform receiving and processing invoices for payment.

**10.5 TECHNICAL MONITORING**

- (a) Performance of work under this contract must be subject to the technical direction of the COR identified above, or an Alternate COR designated in writing. The term "technical direction" includes, without limitation, direction to the Contractor that directs or redirects the labor effort. Shifts the work between work areas or locations, fills in details and otherwise serves to ensure that task areas outlined in the PWS accomplished satisfactorily.
- (b) Technical direction must be within the scope of the specification(s)/work statement. The COR does not have authority to issue technical direction that
  - (1) Constitutes a change of assignment or additional work outside the specification(s)/ PERFORMANCE WORK STATEMENT;
  - (2) Constitutes a change as defined in the clause entitled "Changes;"
  - (3) In any manner causes an increase or decrease in the contract price, or the time required for contract performance;
  - (4) Changes any of the terms, conditions, or specification(s)/work statement of the contract;
  - (5) Interferes with the Contractor's right to perform under the terms and conditions of the contract; or
  - (6) Directs, supervises or otherwise controls the actions of the Contractor's employees.
- (c) Technical direction may be oral or in writing. The COR shall confirm oral direction in writing within five workdays, with a copy to the Contracting Officer.
- (d) The Contractor shall proceed promptly with performance resulting from the technical direction issued by the COR. If, in the opinion of the Contractor, any direction of the COR, or his designee, falls within the limitations in (b), above, the Contractor shall immediately notify the CO no later than the beginning of the next Government work day.
- (e) Failure of the Contractor and the CO to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes" (FAR 52.233-1, Disputes).

**10.6 INVOICE SUBMISSION**

10.6.1 The Contractor shall submit invoices once per month. Electronically sent via e-mail complete invoice with all required documentation to:

10.6.1.1 Contracting Officer's Representative (COR): Deena Evans, [deena.evans@ihs.gov](mailto:deena.evans@ihs.gov)

10.6.1.2 IPP: <https://www.ipp.gov>

\* Please do not sent to the CS or Finance Office any other invoice related documents such as deliverables, reports or balance statements). Failure to submit required documents directly to the offices listed above will delay prompt payment of your invoice.

10.6.2 For invoices submitted by email, the subject line of your email invoice submission shall contain the Contractor's name, UEI and TIN numbers, contract number, and invoice. The Contractor shall send one email per contract monthly. The email may have multiple invoices for the contract. Invoices accepted in one of these formats: PDF, TIFF, or Word only (no Excel formats). The electronic file cannot contain multiple invoices; example, 10 invoices requires 10 separate files (PDF, TIFF, or Word).

10.6.3 Submit invoices in accordance with the contract terms, i.e. payment schedule, progress payments, partial payments, deliverables, etc.

10.6.4 All information set forth in FAR Clause 52.212-4(g), Invoice, must be included in all invoices for it to constitute a proper invoice.

FAR 52.212-4(g) Invoice.

- (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—
    - (i) Name and address of the Contractor;
    - (ii) Invoice date and number;
    - (iii) Contract number, line item number and, if applicable, the order number;
    - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
    - (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
    - (vi) Terms of any discount for prompt payment offered;
    - (vii) Name and address of official to whom payment is to be sent;
    - (viii) Name, title, and phone number of person to notify in event of defective invoice; and
    - (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
    - (x) Electronic funds transfer (EFT) banking information.
      - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
      - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.
      - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
  - (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.
- 10.6.5 In accordance with OMB Memorandum, M-11-32; Agencies shall make payments to small businesses as soon as practicable, with the goal of making payments within 15 days of receipt of a proper invoice. For a small business contractor not paid within this (15 day) accelerated period, the contractor will not be given a late-payment interest penalty. Interest penalties, as prescribed by the Prompt Payment Act, remain unchanged by means of this memorandum. All small businesses shall label all invoices as "Small Business."
- 10.6.6 Additionally, in accordance with OMB Memorandum, M-12-16, fill prime contractors are encouraged to disburse funds received from the Federal Government to their small business subcontractors in a prompt manner. To assist prime contractors in expediting contractor payments to small business subcontractors, Agencies shall, to the full extent permitted by law, temporarily establish an earlier, accelerated date for making agency payments to all prime contractors. Consistent with OMS Memorandum M-11-32 above, Agencies shall have a goal of paying all prime contractors within 15 days of receiving proper documentation. In an effort to support small business growth, drive economic activity and job creation, the Contractor is encouraged to accelerate payments to their small business subcontractors.
- 10.6.7 In accordance with the requirements of the Debt Collection Improvement Act of 1996, all payments under this contract will be made by electronic funds transfer (EFT). The Contractor shall provide financial institution information to the Finance Office designated above in accordance with FAR 52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration.
- 10.6.8 Failure to submit directly to the offices listed above will delay prompt payment of your invoice.

## SECTION 11 - SPECIAL CONTRACT REQUIREMENTS

### 11.1 CONTRACTOR PERFORMANCE EVALUATION REPORT

- 11.1.1 During the duration of this contract, the contractor's performance will be evaluated on an interim and final basis pursuant to FAR Subpart 42.15. Evaluation will become part of the contract file and will be used as past performance information in evaluating the Contractor's, and any significant subcontractors or affiliates, past performance on future contracts.
- 11.1.2 Contractor Performance Assessment Report System (CPARS) is an on-line reporting system <https://www.cpars.gov/>. The Contractor Performance Report is completed by the COR electronically and sent to the Contractor for review and approval at the end of each performance period as an interim report and at the end of the contract performance as a final report. After review by the Contracting Officer, the report becomes a permanent record of the Contractor's past performance.

### 11.2 SECURITY

- a. To perform the work specified herein, contractor personnel will require access to sensitive data, regular access to HHS-controlled facilities, and/or access to HHS information systems. The Government has determined the position sensitivity under this effort to be Level 1.
- b. To gain access to the sensitive data, HHS-controlled facilities, and/or HHS information systems, the Contractor shall comply with Homeland Security Presidential Directive 12, Policy for a Common Identification Standard for Federal Employees and Contractors, and with the personal identity verification and investigation procedures obtained in:
  - (i) HHS Information Security Program Policy, <http://www.hhs.gov/ocio/securityprivacy/>
  - (ii) HHS Office of Security and Drug Testing, personnel Security/Suitability Handbook, <http://www.hhs.gov/ocio/policy/hhs-ocio-2011-0003.html>
  - (iii) Reserved
  - (iv) HHS HSPD-12 Implementation Policy (draft)
- c. The minimum Government investigation for a non-critical sensitive position is a National Agency Check and Inquiries (with fingerprinting), which consists of searches of records covering specific areas of a person's background during the past five years. Those inquiries are sent to current and past employers, schools attended, references, and local law enforcement authorities. More restricted positions, above non-sensitive, require more extensive documentation and investigation.
- d. Contractors should ensure that the employees whose names they submit have a reasonable chance for access approval. Delays associated with rejections and consequent reinvestigations may not be excusable.
- e. Typically, the Government investigates personnel at no cost to the Contractor, but the expense of multiple investigations for the same position is difficult to justify. Consequently, multiple investigations for the same position may, at the Contracting Officer's discretion, justify reduction(s) in the Contract price of no more than the cost of the extra investigation(s).
- f. Language similar to this Security section shall be included in any Sub-Contracts which require Sub-Contractor personnel to have access to an information system, access to sensitive data, regular or prolonged access to a HHS-controlled facility, or any combination of these three.
- g. Inquiries, including requests for forms and assistance, should be directed to the Contracting Officer or his/her designee, listed in the Contract.
- h. Within seven (7) calendar days after final acceptance of the work specified herein, the Contractor shall return all identification badges to the Contracting Officer or his/her designee.

### 11.3 REFERENCES: The work performed under this contract will assist the IHS in better meeting legislative mandates and associated implementation guidance from OMS, HHS, NIST, and US Cert. Statutes and Acts generally applicable to IHS security include, but are not limited to the following:

- Health Information Technology for Economic and Clinical Health Act
- Federal Information Security Management Act (FISMA), part of the E-Government Act of 2002 (Public Law 107-347, Title III).
- OMB Circular A-130 and Appendix III, Security of Federal Automated Information Resources

- OMB Circular A-11, Preparing, Submitting, and Executing the Budget
- Presidential Decision Directive 63 (POD 63)
- NIST Special Publications - 800 Series

**11.4 IDENTIFICATION AND DISPOSITION OF DATA, REPORTS, AND OTHER DELIVERABLES**

- A. The Contractor not permitted to make use of any data derived from these services for any purpose not directly related to and/or authorized by the Albuquerque Area Indian Health Service. All patient data/information are subject to the Privacy Act and the Confidentiality of Information Clause (HHSAR 352.224-70)
- B. Upon completion/termination of the contract, all information, statistical or analytical material or reports and other data generated by the Contractor shall become the property of the Albuquerque Area Indian Health Service.
- C. The Contractor is prohibited from gathering data, statistics, or use of material for publication and/or research for its own benefits. Obtain prior approval before dissemination of information from the Government Contracting Officer for the release or dissemination of information related to this contract.

**11.5 ADDITIONAL REQUIREMENTS CONCERNING DATA, DATA RIGHTS AND COMPUTER SOFTWARE**

- 11.5.1 Notwithstanding any other clause concerning data, data rights and computer software and hardware under this Contract. All data produced, recorded, transferred or manipulated under this Contract shall remain the exclusive property of the Government irrespective of the manner or method of recording or storage and no matter what form of computer mechanism used in the processing of said information or data. The Government shall retain exclusive right and domain over any by-product produced under this Contract, or any other use of the data produced under this Contract by either plan or accident.
- 11.5.2 Send copies of the final Reports and Deliverables under each task to the Indian Health Service and kept on file. At the end of the contract, all files must be kept by the Contractor for audit purposes.
- 11.5.3 No software will be developed, modified, or enhanced under this acquisition.

**SECTION 12 - FEDERAL ACQUISITION REGULATIONS (FAR) 48 CFR CHAPTER CLAUSES****12.1 CLAUSES INCORPORATED BY REFERENCE - FAR 52.252-2 (FEB 1998)**

This Contract incorporates FAR provisions/clauses referenced, 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 full text of a clause accessed electronically at this website address: FAR - <https://www.acquisition.gov/far/index.html>.

FAR Clause	Title	Date
52.203-3	Gratuities	Apr-84
52.203-5	Covenant against Contingent Fees	May-14
52.203-7	Anti-Kickback Procedures	May-14
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	May-14
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	May-14
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	May-11
52.204-9	Personal identity Verification of Contractor Personnel	Jan-11
52.222-17	Non-displacement of Qualified Workers	May-14
52.223-6	Drug-Free Workplace	May-01
52.224-1	Privacy Act Notification	Apr-84
52.224-2	Privacy Act	Apr-84
52.229-3	Federal, State, and Local Taxes	Feb-13
52.232-11	Extras	Apr-84
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Dec-13
52.237-3	Continuity of Services	Jan-91
52.242-13	Bankruptcy	Jul-95
52.242-15	Stop-Work Order	Aug-89
52.245-1	Government Property	Jan-17
52.249-8	Default (Fixed-Price Supply and Service)	Apr-84
52.253-1	Computer Generated Forms	Jan-91

**SECTION 13 - DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CFR CHAPTER 3) CLAUSES**

- 13.1 This Contract incorporates some HHSAR provisions/clauses by reference, with the same force and affect 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 addresses: HHSAR - <http://www.hhs.gov/policies/hhsar/subpart352.html>

- 13.2 The applicable provisions/clauses are as follows:

HHSAR Clause No.	Title	Date
352.211-3	Paperwork Reduction Act	DEC 2015
352.222-70	Contractor Cooperation in Equal Employment Opportunity Investigations	DEC 2015
352.227-70	Publications and Publicity	DEC 2015
352.233-71	Litigation and Claims	DEC 2015

**13.3 HHSAR 352.224-70 PRIVACY ACT (DEC 2015)**

This contract requires the Contractor to perform one or more of the following: (a) design; (b) develop; or (c) operate a Federal agency system of records to accomplish an agency function in accordance with the Privacy Act of 1974 (Act) (5 U.S.C. 552a(m)(1)) an applicable agency regulations.

The term system of records means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual. Violations of the Act by the Contractor and/or its employees may result in the imposition of criminal penalties (5 U.S.C. 552a(i)).

The Contractor shall ensure that each of its employees knows the prescribed rules of conduct in 45 CFR part 5b and that each employee is aware that he/she is subject to criminal penalties for violation of the Act to the same extent as Department of Health and Human Services employees. These provisions also apply to all subcontracts the Contractor awards under this contract which require the design, development or operation of the designated system(s) of records (5 U.S.C. 552a(m)(1)). The contract work statement:

- (a) Identifies the system(s) of records and the design, development, or operation work the Contractor is to perform; and
- (b) Specifies the disposition to be made of such records upon completion of contract performance.

**13.4 HHSAR 352.224-71 CONFIDENTIAL INFORMATION (DEC 2015)**

- (a) Confidential Information, as used in this clause, means information or data of a personal nature about an individual, or proprietary information or data submitted by or pertaining to an institution or organization.
- (b) Specific information or categories of information that the Government will furnish to the Contractor, or that the Contractor is expected to generate, which are confidential may be identified elsewhere in this contract. The Contracting Officer may modify this contract to identify Confidential Information from time to time during performance.
- (c) Confidential Information or records shall not be disclosed by the Contractor until:
  - (1) Written advance notice of at least 45 days shall be provided to the Contracting Officer of the Contractor's intent to release findings of studies or research, to which an agency response may be appropriate to protect the public interest or that of the agency.
  - (2) For information provided by or on behalf of the government,
    - (i) The publication or dissemination of the following types of information are restricted under this contract: **PROTECTED HEALTH INFORMATION**
    - (ii) The reason(s) for restricting the types of information identified in subparagraph (i) is/are: **THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) PRIVACY RULE USES PROTECTED HEALTH INFORMATION (PHI) TO DEFINE THE TYPE OF PATIENT INFORMATION THAT'S PROTECTED BY LAW.**
    - (iii) Written advance notice of at least 45 days shall be provided to the Contracting Officer of the Contractor's intent to disseminate or publish information identified in subparagraph (2)(i). The contractor shall not disseminate or publish such information without the written consent of the Contracting Officer.
- (d) Whenever the Contractor is uncertain with regard to the confidentiality of or a property interest in information under this contract, the Contractor should consult with the Contracting Officer prior to any release, disclosure, dissemination, or publication

**13.5 HHSAR 352.237-70 PRO-CHILDREN ACT (DEC 2015)**

- (a) Public Law 103-227, Title X, Part C, also known as the Pro-Children Act of 1994 (Act), 20 U.S.C. 7183, imposes restrictions on smoking in facilities where certain federally funded children's services are provided. The Act prohibits smoking within any indoor facility (or portion thereof), whether owned, leased, or contracted for, that is used for the routine or regular provision of: (i) kindergarten, elementary, or secondary education or library services or (ii) health or day care services that are provided to children under the age of 18. The statutory prohibition also applies to indoor facilities that are constructed, operated, or maintained with Federal funds.
- (b) By acceptance of this contract or order, the Contractor agrees to comply with the requirements of the Act. The Act also applies to all subcontracts awarded under this contract for the specified children's services. Accordingly, the Contractor shall ensure that each of its employees, and any subcontractor staff, is made aware of, understands, and complies with the provisions of the Act. Failure to comply with the Act may result in the imposition of a civil monetary penalty in an amount not to exceed \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. Each day a violation continues constitutes a separate violation.

**13.6 HHSAR 352.237-71 CRIME CONTROL ACT-REPORTING OF CHILD ABUSE (DEC 2015)**

- (a) Public Law 101-647, also known as the Crime Control Act of 1990 (Act), imposes responsibilities on certain individuals who, while engaged in a professional capacity or activity, as defined in the Act, on Federal land or in a federally-operated (or contracted) facility, learn of facts that give the individual reason to suspect that a child has suffered an incident of child abuse.
- (b) The Act designates "covered professionals" as those persons engaged in professions and activities in eight different categories including, but not limited to, teachers, social workers, physicians, Optometrists, medical residents or interns, hospital personnel and administrators, nurses, health care practitioners, chiropractors, osteopaths, pharmacists, optometrists, podiatrists, emergency medical technicians, ambulance drivers, alcohol or drug treatment personnel, psychologists, psychiatrists, mental health professionals, child care workers and administrators, and commercial film and photo processors. The Act defines the term "child abuse" as the physical or mental injury, sexual abuse or exploitation, or negligent treatment of a child.
- (c) Accordingly, any person engaged in a covered profession or activity under an HHS contract or subcontract, regardless of the purpose of the contract or subcontract, shall immediately report a suspected child abuse incident in accordance with the provisions of the Act. If a child is suspected of being harmed, the appropriate State Child Abuse Hotline, local child protective services (CPS), or law enforcement agency shall be contacted. For more information about where and how to file a report, the Childhelp USA, National Child Abuse Hotline (1-800-4-A-CHILD) shall be called. Any covered professional failing to make a timely report of such incident shall be guilty of a Class B misdemeanor.
- (d) By acceptance of this contract or order, the Contractor agrees to comply with the requirements of the Act. The Act also applies to all applicable subcontracts awarded under this contract. Accordingly, the Contractor shall ensure that each of its employees, and any subcontractor staff, is made aware of, understands, and complies with the provisions of the Act.

**13.7 HHSAR 352.237-72 CRIME CONTROL ACT-REQUIREMENT FOR BACKGROUND CHECKS (DEC 2015)**

- (a) Public Law 101-647, also known as the Crime Control Act of 1990 (Act), requires that all individuals involved with the provision of childcare services to children under the age of 18 undergo a criminal background check. "Child care services" include, but are not limited to, social services, health and mental health care, child (day) care, education (whether or not directly involved in teaching), and rehabilitative programs. Any conviction for a sex crime, an offense involving a child victim, or a drug felony, may be grounds for denying employment or for dismissal of an employee providing any of the services listed above.
- (b) The Contracting Officer will provide the necessary information to the Contractor regarding the process for obtaining the background check. The Contractor may hire a staff person provisionally prior to the completion of a background check, if at all times prior to the receipt of the background check during which children are in the care of the newly-hired person, the person is within the sight and under the supervision of a previously investigated staff person.
- (c) By acceptance of this contract or order, the Contractor agrees to comply with the requirements of the Act. The Act also applies to all applicable subcontracts awarded under this contract. Accordingly, the Contractor shall ensure that each of its employees, and any subcontractor staff, is made aware of, understands, and complies with the provisions of the Act.

**13.8 HHSAR 352.237-73 INDIAN CHILD PROTECTION AND FAMILY VIOLENCE ACT (DEC 2015)**

- (a) This contract is subject to the Indian Child Protection and Family Violence Act, Public Law 101-630 (25 U.S.C. 3201 et seq.) The duties and responsibilities required by this contract may involve regular contact with or control over Indian children. Public Law 101-630 prohibits employment, including Personal Service Contracts, with anyone who has been convicted of any crime of violence. Any such conviction should immediately be brought to the attention of the Contracting Officer. The contractor will be subject to a character investigation, conducted by the Indian Health Service, Office of Human Resources. Until such time as the contractor has been notified of completion of the investigation, the contractor shall have no unsupervised contact with Indian children. In order to initiate this background investigation, the contractor must provide information as required in this contract or as directed by the Contracting Officer.
- (b) As a prerequisite to providing services under this contract, the Contractor is required to complete and sign the declaration found in Section 14 of this contract.

**13.9 HHSAR 352.237-74 NON-DISCRIMINATION IN SERVICE DELIVERY (DEC 2015)**

It is the policy of the Department of Health and Human Services that no person otherwise eligible will be excluded from participation in, denied the benefits of, or subjected to discrimination in the administration of HHS programs and services based on non-merit factors such as race, color, national origin, religion, sex, gender identity, sexual orientation, or disability (physical or mental). By acceptance of this contract, the contractor agrees to comply with this policy in supporting the program and in performing the services called for under this contract. The contractor shall include this clause in all sub-contracts awarded under this contract for supporting or performing the specified program and services.

Accordingly, the contractor shall ensure that each of its employees, and any sub-contractor staff, is made aware of, understands, and complies with this policy.

**13.10 352.237-75 - KEY PERSONNEL (DEC 2015)**

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.

**13.11 HHSAR 352.232-71 ELECTRONIC SUBMISSION OF INVOICE PAYMENT:**

Electronic Submission of Payment Requests

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.

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.

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.

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

**SECTION 14 - LIST OF ATTACHMENTS**

Attachment No.	Description	No. of Pages
1	OF 306 Childcare & Indian Childcare Worker Positions	2
2	Business Associate Agreement	7

**SECTION 15 - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS****15.1 CLAUSES INCORPORATED BY REFERENCE - FAR 52.252-2 (FEB 1998)**

This Contract incorporates FAR provisions/clauses referenced, 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 full text of a clause accessed electronically at this website address: FAR - <https://www.acquisition.gov/far/index.html>.

FAR Clause	Title	Date
52.204-7	System for Award Management	OCT 2018

**15.2 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.

**FAR 52.223-99 ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021)**

(a) Definition. As used in this clause -

United States or its outlying areas means

(1) The fifty States;

(2) The District of Columbia;

(3) The commonwealths of Puerto Rico and the Northern Mariana Islands;

(4) The territories of American Samoa, Guam, and the United States Virgin Islands; and

(5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) Authority. This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

(c) Compliance. The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

**FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address: <https://www.acquisition.gov/?q=/browse/far/52>

<b>FAR</b>	<b>TITLE</b>	<b>DATE</b>
52.212-4	Contract Terms and Conditions—Commercial Items	(OCT 2018)
52.246-4	Inspection of Services – Fixed-Price	(AUG 1996)

**52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)**

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

(a) Definitions. As used in this provision—

"Covered telecommunications equipment or services" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except—

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Reasonable inquiry has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended. "Sensitive technology"—

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern—

- (1) Means a small business concern—
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16).

Small business concern—

- (1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.
- (2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—
  - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
  - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Subsidiary means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

Veteran-owned small business concern means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women

Women-owned small business concern means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b) (1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_.

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.



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.

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 electronically on SAM.]

(c) Offerors must complete the following representations when the resulting 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). Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that—

(i) It ☐ is, ☐ is not a small business concern; or

(ii) It ☐ is, ☐ is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and

(b). [ The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_.]

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph

(c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [ Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that—

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

(6) WOSB joint venture eligible under the WOSB Program. The offeror represents that it ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [ The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_.]

(7) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents that it ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [ The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_.]

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: \_\_\_\_\_

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [ The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(d) Representations required to implement provisions of Executive Order 11246- (1) Previous contracts and compliance. The offeror represents that-

(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that-

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 http://uscode.house.gov/ U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American-Supplies, is included in this solicitation.)

(1) (i) The Offeror certifies that each end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component, except those listed in paragraph (f)(2) of this provision, is a domestic end product.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(iv) The terms "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin	Exceeds 55% domestic content (yes/no)
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[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No. \_\_\_\_\_

[List as necessary]

(4) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(g) (1) Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) (A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

Other Foreign End Products:

Line Item No.	Country of Origin	Exceeds 55% domestic content (yes/no)
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[List as necessary]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

Line Item No. \_\_\_\_\_

[List as necessary]

(v) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(2) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Israeli End Products:

Line Item No. \_\_\_\_\_

[List as necessary]

(3) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
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[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples. (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) ( 26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ( 31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR1.6049-4;

Other \_\_\_\_\_.

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations. (1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The Offeror represents that—

(i) It ☐ is, ☐ is not an inverted domestic corporation; and

(ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran. (1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: \_\_\_\_\_.

Immediate owner legal name: \_\_\_\_\_.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: \_\_\_\_\_.

Highest-level owner legal name: \_\_\_\_\_.

(Do not use a "doing business as" name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) 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—

(i) 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

(ii) 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.

(2) The Offeror represents that—

(i) 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

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

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: (or mark "Unknown").

Predecessor legal name: \_\_\_\_\_.

(Do not use a "doing business as" name).

(s) [Reserved].

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported: \_\_\_\_\_.

(u) (1) In accordance with 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), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) Covered Telecommunications Equipment or Services-Representation. Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.

(1) 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".

(2) The Offeror represents that—

(i) 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.

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

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2023)**

(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) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ( 31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (Aug 1996) ( 31 U.S.C. 3553).

(7) 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. 4655).

\_\_\_ (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.)

\_\_\_ (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).

\_\_\_ (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 (Oct 2022) ( 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]

**X (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) ( 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 (Nov 2020) ( 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 (Oct 2022) ( 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).

\_\_\_ (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (Mat 2023) ( 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 (Oct 2022) ( 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, Nonmanufacturer Rule (Sep 2021) ( 15 U.S.C. 637(a)(17)).

\_\_\_ (27) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).

\_\_\_ (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Dec 2022) (E.O.13126).

\_\_\_ (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

\_\_\_ (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.
- \_\_\_ (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).
- \_\_\_ (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 (Jun 2014) 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.
- \_\_\_ (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 (Jun 2016) (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) (i) 52.225-1, Buy American-Supplies (Oct 2022) ( 41 U.S.C. chapter 83).
- \_\_\_ (ii) Alternate I (Oct 2022) of 52.225-1.
- \_\_\_ (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Dec 2022) ( 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 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 [Reserved].
- \_\_\_ (iii) Alternate II (Dec 2022) of 52.225-3.
- \_\_\_ (iv) Alternate III (Jan 2021) of 52.225-3.
- \_\_\_ (v) Alternate IV (Oct 2022) of 52.225-3.
- \_\_\_ (50) 52.225-5, Trade Agreements (Dec 2022) ( 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- \_\_\_ (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. Subtitle A, Part V, Subpart G Note).
- \_\_\_ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ( 42 U.S.C. 5150).
- \_\_\_ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ( 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. 3805).
- \_\_\_ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) ( 41 U.S.C. 4505, 10 U.S.C. 3805).
- \_\_\_ **X (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) ( 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:
  - \_\_\_ (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).
  - \_\_\_ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

- \_\_\_ (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 (May 2014) ( 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. Subtitle A, Part V, Subpart G 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) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ( 31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.
- (xxiii) 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.

#### **FAR 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)**

(a) As used in this clause—

"After-imposed Federal tax" means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax" means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

"All applicable Federal, State, and local taxes and duties" means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"Contract date" means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"Local taxes" includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

(b) (1) The contract price includes all applicable Federal, State, and local taxes and duties, except as provided in subparagraph (b)(2)(i) of this clause.

(2) Taxes imposed under 26 U.S.C. 5000C may not be—

- (i) Included in the contract price; nor
- (ii) Reimbursed.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

## SECTION 16 - INSTRUCTIONS, CONDITIONS, AND NOTICE TO OFFERORS

### 16.1 Other Important Information and Instructions:

- Offerors must be registered under SAM (System for Award Management - [www.sam.gov](http://www.sam.gov)) in order to be considered for award. Provide your UEI, which uniquely identifies your individual business in SAM.gov. Also, if applicable, provide your GSA contract number on your price quote.
- An award made on a best value basis; both price and other factors considered. An award will be made only in the event that the Offeror's quote is found to be technically acceptable, based upon the evaluation criteria, and the Offeror is determined responsive and responsible in accordance with the terms and conditions of this solicitation.
- The Indian Health Service (IHS), will evaluate quotes on basis of information furnished by the Offeror and is not responsible for locating or obtaining any information not identified in the quote.

### 16.4 By submitting a quote in response to this solicitation:

- 16.4.1 Your quote shall become a part of the official contract file.
- 16.4.2 The Government will evaluate your quote in accordance with the evaluation criteria set forth in this solicitation.
- 16.4.3 This solicitation does not commit the Government to pay any of the costs associated with the preparation and submission of your quote. In addition, the Contracting Officer is the only individual authorized legally commit the Government to the expenditure of public funds in connection with this requirement.
- 16.4.4 Any resultant contract shall include all applicable clauses to the type of contract awarded. Obtain copies of clauses by contacting the Contracting Officer. Any additional clauses required by public law, executive order, or acquisition regulations, in effect at the time of execution of the proposed contract, will be included.

## SECTION 17 - EVALUATION FACTORS FOR AWARD

### 17.1 GENERAL INFORMATION

- 17.1.1 Evaluate quote to determine the Offeror's ability to complete all requirements necessary for successful performance. Quotes ineligible for award that merely paraphrases the requirements stated in Section 5. In addition, a quote that addresses only a part of the requirements will be considered unresponsive to this solicitation and unacceptable for award.
- 17.1.2 The Government will award a SOLICITATION contract resulting from this solicitation to the responsible Offeror whose offer, conforming to this solicitation; will be most advantageous to the Government, price and other factors considered.
- 17.1.3 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 after acceptance of the Offeror. Before the offer's specified expiration time, the Government may accept an offer, whether or not there are negotiations after its receipt, unless the offer's submits a written notice of withdrawal before award.
- 17.1.4 An award made on a best value basis; both price and other factors considered. An award will be made only in the event that the Offeror's quote is found to be technically acceptable, based upon the evaluation criteria, and the Offeror is determined responsive and responsible in accordance with the terms and conditions of this solicitation.
- 17.1.4 **EVALUATION CRITERIA**

The quote shall be evaluated to determine the Offeror's ability to complete all requirements necessary for successful performance under the contract. A quote which merely paraphrases the requirements stated in Performance Objectives will be ineligible for award. In addition, a quote that addresses only a part of the requirements will be considered unresponsive to this solicitation and unacceptable for award. The quote should show that the requirements stated in Performance Objectives of this solicitation are understood and offer a logical approach for their achievement.

#### (1) FACTORS FOR AWARD

The Government will award a Fixed-Price contract resulting from this solicitation to the responsible Offeror whose offer, conforming to this solicitation; will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- 1. Technical Qualifications



- Contractor will maintain active unrestricted license to practice optometry in this state or any other state of the United States of America throughout the duration of this contract; proof will need to be provided prior to assignment.
    - Documentation must be included with quote satisfying this requirement.
  - Contractor must have a Doctor of Optometry degree from an educational program that is accredited by the Accreditation Council on Optometric Education (ACOE); proof will need to be provided prior to assignment.
    - Documentation must be included with quote satisfying this requirement.
  - Contractor will be BLS certified and maintain certification throughout duration of this contract; proof will need to be submitted prior to assignment
    - Documentation must be included with quote satisfying this requirement.
- 2. Past Performance
  - Contractor must provide documentation of a minimum of 2 past years' successful experience in providing same/similar type of services.
    - Documentation must be included with quote satisfying this requirement.
  - Contractor shall provide documentation of past employment and training history.
    - Three written and verifiable reference letters addressing applicant's reliability and stability, interpersonal interaction and suitability for working with children and adolescents must be included with quote.
- 3. Availability
  - Contracting agency must provide a minimum of 2 contractor profiles for review/selection who will work under the eventual contract if awarded and include all requested documentation for each.
- 4. Price

**RELATIVE IMPORTANCE OF EVALUATION CRITERIA**

The Government will award a Fixed-Price contract resulting from this solicitation to the responsible Offeror whose offer, conforming to this solicitation; will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

(1) Technical Qualifications; (2) Past Performance; (3) Availability; (4) Price

**17.1.5 EXCEPTIONS TAKEN TO ANY TERMS AND CONDITIONS STATED IN THIS SOLICITATION.**

17.1.6.1 Complete rationale, justification, and cost impact must be included. The Government advises Offerors that it intends to evaluate quotations and award an order without discussions.

**17.2 TECHNICAL EVALUATION**

- 17.2.1 Technical evaluation will apply all of the following evaluation factors to the Offeror's technical quote and to any teaming arrangements proposed.
- 17.2.2 The acceptability or unacceptability of the technical portion of each quote will be determined through an evaluation by a Source Selection Team.
- 17.2.3 The Committee will evaluate each quote in strict conformity with the evaluation criteria of this solicitation, using the adjectival rating system identified in 17.7. The Committee may suggest that the Contracting Officer request clarifying information from an Offeror.

**17.3 QUALIFICATION OF PROPOSED KEY PERSONNEL**

- 17.3.1 The qualifications of the key personnel assigned to the contract should include the following: academic, professional, and work experiences as related to the type of requirements stated in the statement of work. The quote should include a description of each position proposed under this contract, and specify the qualifications of the person(s).

The quote should specify the relevant background and experience of key staff for their work in areas of relevance to this contract.

**17.4 PAST PERFORMANCE EVALUATION**

- 17.4.1 Evaluate the Offerors ability to demonstrated quality of performance on similar work, to include the ability to control the quality and cost of work, timeliness of performance, and effectiveness at accomplishing the goals of previous work.

**17.5 PRICE EVALUATION**

- 17.5.1 Evaluate the price quote to determine the Offeror's ability to understand the nature and extent of the requirement. The price evaluation will not be point scored. The total price of each contract line item shall be added together to arrive at an overall total. The evaluation of options year done by adding all option totals together for an overall total; this will then be evaluated for overall price reasonableness. Offerors must include the formulas and factors used in calculation of the data.
- 17.5.2 Evaluating the Offeror's capability to fulfill the tasks in the SOW as well as the contractor's experience and education will be the most important. However, the Offeror should propose a blend of seasoned staff and trainable staff to provide IHS with the best blend and cost associated with the effort.

**17.6 RESPONSIBILITY**

- 17.6.1 To be eligible for an award, an Offeror must be determined responsible in accordance with the standards in FAR Part 9.104.

**17.7 AWARD WITHOUT DISCUSSIONS & COMPETITIVE RANGE DETERMINATIONS**

- 17.7.1 The Government intends to evaluate quotes and award a contract without discussions with Offerors (except for clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial quote should contain the Offeror's best terms from a price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. A competitive range determination occurs where there are discussions. If the Contracting Officer determines that the number of quotes that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of quotes in the competitive range to the greatest number that will permit an efficient competition among the most highly rated quotes.

**17.8 RATING FACTORS**

- 17.8.1 All offers evaluated in accordance with the criteria outlined in this section. See below the scoring of the quotes. Technical evaluation factors listed in descending order of importance. The Technical Evaluation Team will identify strengths, weaknesses, and deficiencies.

- 17.8.2 Factors listed in descending order of importance, as technical ratings and relative advantages and disadvantages become less distinct, difference in price between quotes are of increased importance in determining the most advantageous quote. Conversely, as differences in price become less distinct, differences in rating and relative advantages and disadvantages between quotes are of increased importance to the determination.
- 17.8.3 The technical evaluation arrived through a determination and analysis of strengths, weaknesses, and risks of each quote. Technical risks will be included in the final evaluation of each factor but not evaluated as a separate factor. In the assessment of technical risk, the Government evaluators will consider all available information.
- 17.8.4 The following is an adjectival rating system used to evaluate Offeror's quotes:

**17.9 AWARD**

A single firm fixed priced purchase order will be made on a best value basis; both price and other factors considered. An award will be made only in the event that the Offeror's quote is found to be technically acceptable, based upon the evaluation criteria, and the Offeror is determined responsive and responsible in accordance with the terms and conditions of this solicitation.