

**STANDARD FORM 1449** (REV. 2/2012)  
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>The quoted "unit price" shall be an all-inclusive price. All "inclusive unit price" is defined to include travel, lodging, per diem, fringe benefits, plus all other costs pertinent to the performance of this contract.</p> <p>Period of Performance will be award date for one year and four, one year option years.</p>				
1.	Base Year: 01/31/2023 - 12/31/2023 Mobile MRI Services	52	days		
2.	Option Year One(1): 01/01/2024 - 12/31/2024 Mobile MRI Services	52	days		
3.	Option Year Two(2): 01/01/2025 - 12/31/2025 Mobile MRI Services	52	days		
4.	Option Year Three(3): 01/01/2026 - 12/31/2026 Mobile MRI Services	52	days		
5.	Option Year Four(4): 01/01/2027 - 12/31/2027 Mobile MRI Services	52	days		

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

☐ PARTIAL ☐ FINAL

☐ COMPLETE ☐ PARTIAL ☐ FINAL

38. S/R ACCOUNT NO.

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (Print)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

# **NOTICE TO QUOTERS**

**REQUEST FOR QUOTES (RFQ): CRHC23-05**

**QUOTE DUE DATE: Quotes are due December 19, 2022 @ 1:00 PM MST**

**RETURN RFQ TO:** Cheyenne River Service Unit  
Attn: Stephanie Charger  
PO Box 1012  
Eagle Butte, SD 57625  
Telephone: 605-964-7724  
Fax: 605-964-7737

## **GENERAL DESCRIPTION:**

Firm Fixed Price, Non-Personal Service Healthcare Contract for Mobile MRI Services, at the Cheyenne River Health Center, Eagle Butte, SD.

The Period of Performance shall be from January 1, 2022 through December 31, 2022, plus 4 – one year option years. Contractor shall perform in accordance with the Performance Work Statement.

The quoted “unit price” shall be an all-inclusive price. All “inclusive unit price” is defined to include travel, lodging, per diem, fringe benefits, plus all other costs pertinent to the performance of this contract.

This RFP is issued unrestricted and the associated NAICS code is 621512.

## **BASIS FOR AWARD:**

The basis for award will be based on "Best Value" with trade-offs that takes in consideration the evaluation factors listed below. Therefore, in addition to price the government will consider the evaluation factors in determining the successful quote that represent best value to the government. Under best value principles, there is no requirement that a contract be awarded on the basis of lowest price. Offeror is to bid on the Base Year and each Option Year. IHS reserves the right to make a single award or multiple awards, whichever is most advantages to the Government. This is a competitive solicitation and the offer your firm submits will be used by the Indian Health Service to determine, which offer is the “Best Value” to the government. Be advised that the quantities listed within are, “estimates only” and it is not the intent of IHS to be obligated to order the “quantities”.

Below are the mandatory criteria:

### **1. Past Performance**

The Past Performance and Experience evaluation factor will assess the relevance and breadth of the offeror's

experience and quality of the offeror's past performance on contracts consistent in scope and complexity with Mobile MRI Services at the Cheyenne River Health Center, in Eagle Butte, South Dakota. The technical proposal must include a listing of similar contracts and contract information for Mobile MRI Service contracts, subcontracts, Government and/or Commercial, awarded to the offeror.

The offeror must demonstrate its record of successful performance in the past contracts and subcontracts. Government and/or Commercial. Each offeror will be evaluated on its performance under existing and prior contracts and subcontracts for similar services. The offeror shall fill out the past performance questionnaire and/or include the information in their proposal.

### **2. Technical Capability**

Evaluation of this criteria will assess the offeror's overall understanding of the complexities and logistical requirements associates with the provision of temporary Mobile MRI Services at the Cheyenne River Health Center, in Eagle Butte, South Dakota and the offeror's ability to successfully manage such project. This criteria will be based upon the offeror adequately addressing each of the following elements and including sufficiently detailed information to allow a complete analysis of the offeror's technical capabilities and responsibility:

- A. Understand the problems in delivering Mobile MRI services at a rural IHS facility and transport of patients in rural settings.
- B. Understand the complexity and logistical requirements of the project.
- C. The proposal submitted should clearly show how the aspects of the PWS is to be accomplished.
- D. Requirements for providing Mobile MRI services and maintaining licensure/certifications.
- E. Description of method on checks and balances and evaluate and report on progress.

### **3. Management Capabilities**

The clinical proposal must include a list of professional personnel and key employees that will be assigned to this project. Resume, license, and certifications (unexpired) of personnel directly involved in providing services under the contract shall be included in the technical proposal. The personnel must show the ability to perform duties within the requirements of the PWS. The personnel must show experience. The personnel must possess the necessary organization, experience, education, and technical skills to perform the work. IHS experience is favorable.



## EVALUATION PROCESS FOR AWARD

(a) The Government will award one or more contracts resulting from this solicitation to the responsible offeror(s) whose offer, conforming to the solicitation, will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- 1) Past Performance
- 2) Technical Capabilities
- 3) Management Capabilities

(b) The Government will conduct a best value evaluation to determine offeror(s) for award. In doing so the Government may award to other than the lowest priced proposal or other than the highest technically rated proposal. It is anticipated that one or more awards will be made. All proposals shall be evaluated based on the following:

### RELATIVE IMPORTANCE OF EVALUATION CRITERIA

All evaluation factors other than cost or price, when combined, are more important than cost or price. Selection of the firm(s) to perform this Contract will be based on IHS' assessment of the best value to the Government.

#### **1. RESPONSIBILITY**

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

#### **2. ADJECTIVAL RATINGS**

The Technical Evaluation Team will identify strengths, weaknesses, and deficiencies. Since factors are listed in descending order of importance, as technical ratings and relative advantages and disadvantages become less distinct, difference in price between proposals are of increased importance in determining the most advantageous proposal. Conversely, as differences in price become less distinct, differences in rating and relative advantages and disadvantages between proposals are of increased importance to the determination.

The technical evaluation will be attained through a determination and analysis of strengths, weaknesses, and risks of each proposal. Technical risks will be included in the final evaluation of each factor and will not be evaluated as a separate factor. In the assessment of technical risk, the Government evaluators will consider all available information.

The following is an adjectival rating system that will be used to evaluate Offeror's proposals:

ADJECTIVAL RATING	DESCRIPTION
Outstanding	Greatly exceeds all minimum requirements of the criteria; has a high probability of success; contains no weaknesses or deficiencies.
Good	Exceeds all the minimum requirements of the criteria; has an above average probability of success; contains no significant weaknesses and only minor correctable weaknesses exist.

Acceptable	Meets all the minimum requirements of the criteria; has an average probability of success; no significant weaknesses and no deficiencies.
Marginal	Fails to meet one or more of the minimum requirements of the criteria; low probability of success; major weaknesses and/or significant number of deficiencies exists.
Unacceptable	Fails to meet any of the minimum requirements of the criteria; proposal needs major revisions; very low probability of success.

### **3. PRICE EVALUATION**

The price proposal shall be evaluated to determine the Offeror's ability to carry out its proposed technical approach and indicate that the Offeror understands the nature and extent of the work to be performed. The total price of each contract line item shall be added together to arrive at an overall total. The total of all options years shall be added together to arrive at an overall evaluated total, which will be evaluated for overall reasonableness of price. Offerors must include the formulas and factors used in calculation of the data.

### **4. AWARD WITHOUT DISCUSSIONS & COMPETITIVE RANGE DETERMINATIONS**

The Government intends to evaluate proposals and award a contract without discussions with Offerors (except for clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal 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. In the event discussions are held, a competitive range determination will be made. If the Contracting Officer determines that the number of proposals 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 proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

### **5. AWARD**

An award 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 proposal 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.

### **INSTRUCTION TO QUOTERS:**

**To be considered an acceptable quote**, the following items **must** be completed and returned by the due date stated above.

1. Complete and sign SF-1449 (Signature required)
2. Complete Taxpayer Identification Form (FAR Part 52.204-3 – Taxpayer Identification)
3. Complete Annual Representations & Certifications form (FAR 52.212-5)
4. Technical/Evaluation Proposal (Addressing each evaluation element)
5. Cost/Price Proposal

6. Past Performance Questionnaire (section M, page 5-8)

**ATTACHMENTS:**

1. SF-1449 Request for Quotations
2. Notice to Quoters
3. Performance Work Statement
4. Price/Cost Schedule
5. Clauses incorporated by reference
6. Clauses incorporated in full text
7. Representations, Certifications, and other statements
8. Business Associate Agreement
9. Ethics
10. Background Clearance Forms

**Questions in regards to this solicitation shall be submitted in writing by email to (Stephanie.RedElk@ihhs.gov). The last day to submit questions is December 7, 2022, 1:00pm, MST.**

**ACCEPTANCE PERIOD:** Your quote must stipulate that it is predicated upon all the terms and conditions of this Solicitation. In addition, it must contain a statement to the effect that it is firm for a period of at least 60 days from the date of receipt by the Government.

No contract award shall be made to any vendor or provider listed on the OIG Exclusion List <http://exclusions.oig.hhs.gov> throughout the duration of the contract. It shall be the responsibility of the contractor to notify the acquisition official if there is a change in provider.

**SECURITY CLEARANCE**

Performance of this contract will require routine access by employees of the Contractor or its subcontractors to facilities or systems controlled by the Indian Health Service (I.H.S.). Before starting work requiring routine access to I.H.S. facilities or systems each person must complete a FBI National Criminal History Check (Fingerprint Check) adjudicated by an I.H.S. employee using the Office of Personnel Management Personnel Investigations Processing System. Contractors shall allow five business days for I.H.S. processing of fingerprints taken electronically at an I.H.S. site and thirty business days for non-electronic processing of fingerprints using FBI Form FD-258. A list of I.H.S. sites with electronic fingerprint capability is available from the Contracting Officer.

In addition, no Contractor or subcontractor employee shall be permitted to perform work under this contract if listed on the HHS Office of Inspector General List of Excluded Individuals/Entities (LEIE), <http://exclusions.oig.hhs.gov>. As soon as practicable prior to the start of work, the performance of the work the Contractor shall provide to the Contracting Officer the names of all individuals to be used in performance of work for screening against the LEIE. During the performance, the Contractor shall provide the Contracting Officer the names of any additional or substitute employees for screening before they begin work.

The Contractor is responsible for conducting security preclearance investigations in sufficient depth to ensure that each Contractor or subcontractor employee referred to I.H.S. is not on the LEIE and can obtain a favorable fingerprint clearance. Each security preclearance shall be conducted sufficiently in advance of the start of performance to avoid delays caused by denial of access. If this is a Time and Materials, Labor-Hour or Cost Reimbursement contract, the contractor shall not charge for or be reimbursed for labor hours or other costs incurred for employees who are unable to perform due to denial or access or the excess time required to resolve and clear unfavorable security clearance findings. If this is a Fixed Price contract, denial of access due to security clearance findings shall not be a basis for excusable delay or an increase to the contract amount.

Government will pay for the cost to process the contractor's suitability clearances. However, multiple investigations for the same position may, at the Contracting Officers discretion, lead to reduction(s) in the contract price of no more than the cost of the extra investigation(s).

Employees that DO NOT have access to LMS, contractors, volunteers, or IHS employees with IPA's or MOA's to tribal organizations please, click here IHS Sexual Abuse Prevention website. When the contractors have completed and passed the training, please have them send a copy of the last page of the training with Name, Date, and Time to their Supervisor, COR, and Kimmen LeBeau, e-mail: [Kimmen.LeBeau@ihs.gov](mailto:Kimmen.LeBeau@ihs.gov).

Invoice Processing Platform (IPP) The Indian Health Service (IHS) is in the process of implementing an electronic invoicing system. In compliance with the Office of Management and Budget (OMB) M-15-19 memorandum "Improving Government Efficiency and Saving Taxpayer Dollars Through Electronic Invoicing" directing Federal agencies to adopt electronic invoicing as the primary means to disburse payment to vendors. Invoices submitted under any award will be required to utilize the Invoice Processing Platform (IPP) in accordance with HHSAR 352.232-71, Electronic Submission and Processing of Payment Requests" IPP is a secure, web-based electronic invoicing system provided by the U.S. Department of the Treasury's Bureau of the Fiscal Service, in partnership with the Federal Reserve Bank of St. Louis (FRSTL). Respondents to this solicitation are encouraged to register an account with IPP if they have not already done so. If your organization is already registered to use IPP, you will not be required to re-register- however, we encourage you make sure your organization and designated IPP user accounts are valid and up to date. The IPP website address is: <https://www.ipp.gov> If you require assistance registering or IPP account access, please contact the IPP Helpdesk at (866) 973-3131 (M-F 8AM to 6PM ET), or [IPPCustomerSupport@fiscal.treasury.gov](mailto:IPPCustomerSupport@fiscal.treasury.gov) Should the contractor feel that use of the IPP would be unduly burdensome, their response to this solicitation should include an explanation of this position for a determination by the contracting officer.

Quotation must set forth full, accurate, and complete information as required by this Request for Proposal (RFP), and be returned no later than the date referenced in Block #8 of the SF-1449.

**All required information must be submitted in order to be considered responsive and eligible for award.**

**Performance Work Statement**  
**Mobile MRI**  
**Cheyenne River Health Center**  
**Eagle Butte, South Dakota 57625**

**C-1 General**

To provide Mobile MRI services for the Cheyenne River Health Center located in Eagle Butte, South Dakota. The mission of the Cheyenne River Health Center (CRHC) is to provide the best possible Health Care services to the Native American population on the Cheyenne River Indian Reservation. To meet the mission of CRHC it will require contractor support to assist the Indian Health Service with mobile MRI services in the Great Plains Area.

The Contract resulting from this solicitation shall:

- a.) Be a fixed-price non-personal health care service contract under which the Contractor is an independent contractor that will result in a base +4/1 year links contract.
- b.) Allow the Government to evaluate the quality of professional and administrative services provided.

**1.1 Scope of Work**

The Contractor will be required to provide MRI equipment and technologist for medical MRI studies and supply any needed contrast Once a week for one year (52 days). The contractor will provide a list of all MRI exams the company is capable of performing with the initial proposal. In the event of a contrast reaction, thermal injury, or injury resulting from a ferromagnetic object entering the MRI suite the MRI tech shall implement the RRS (Rapid Response System) notifying the Emergence Department for assistance, and document the incident and report it to the CRHC radiology supervisor.

The government reserves the right to accept or reject services if the level of performance is unsatisfactory to Indian Health Service (IHS).

The Joint Commission on Accreditation of Health Care Organizations standards must be considered and adhered to at all times in order to be compliant. The Contractor shall be accredited through Joint Commission or like agency. All Medical Information generated through the performance of this contract shall remain the property of and subject to the exclusive control of the Indian Health Service.

The Contractor is responsible for maintaining Patient Confidentiality and adhering to the Privacy Act of 1974 and the Health Insurance Portability and Accountability Act (HIPPA) of 1996.

**1.2 Personnel**

The Contractor must have verified documentation that MRI Technologists who perform magnetic resonance imaging (MRI) examinations participate in ongoing education that includes annual training on safe MRI practices in the MRI environment.

The contractor representative and staff must be able to read, write, speak, and understand English.

Contractor personnel shall present a neat appearance and be easily recognized. This may be accomplished by wearing distinctive clothing bearing the name of the company or by wearing appropriate name badges that contain the company name and employee name.

The contractor shall ensure employees have the following current and valid professional certifications before starting work: ARRT certification for MRI, and the Company should be Joint Commission Accredited.

The Contractor will ensure all employees that will be working at the CRHC have all required background checks, immunizations, facility orientation, key card access, basic life support (BLS), and are listed in the RPMS system as staff.

### **1.3 Contractor Representative**

The Contractor shall designate a representative, the name of this person should be designated in writing and provided to the Contracting Officer.

### **1.4 Authority**

The contractor representative shall have authority to act for the contractor on all contract matters relating to daily operation of this contract.

### **1.5 Response Time**

The Contractor representative shall be available during normal duty hours within 30 minutes to meet with the government personnel designated by the CO to discuss and resolve performance issues. After normal duty hours the representative shall be available within 1 hour.

### **1.6 Reports**

The Contractor representative shall provide weekly (or other frequency) accomplishment reports to the designated government representative. Reports shall be in writing and provided within three days following the workweek.

## **2.1 Quality Control**

### **2.2 Quality Control Plan**

The contractor shall establish and maintain a quality control (QC) program/plan to ensure the requirements of the contract are achieved. One copy of the contractor's QC plan shall be furnished to the CO with the initial proposal. A copy of all medical physicist reviews will be given to the CRHC Radiology Supervisor annually during the term of this contract.

### **2.3 Inspection Systems**

An inspection system must cover all the services listed on the performance requirements summary (PRS). It must specify the areas to be inspected on either a scheduled or unscheduled basis, how frequently inspections will be accomplished, and the title of the individual(s) who will perform the inspection. The inspection system must provide for a written record of inspections and results.

## **2.4 Methods**

The Methods of identifying and preventing defectives in the quality of service performed before the level of performance becomes unacceptable.

## **2.5 Records**

On-site records of all inspections conducted by the contractor and necessary corrective actions taken. This documentation shall be made available to the CO, as requested, during the term of the contract.

## **2.6 Government Review**

The Government may review the contractor's QC plan to determine if it is adequate. If the plan is found to be adequate, the government will authorize the plan. If the plan is not adequate as submitted, the deficiencies will be identified to the contractor in writing. The contractor shall correct all identified deficiencies and submit a corrective QC plan within 10 working days or by contract start date whichever is sooner. Contractor-performed work that fails to conform to standards when this CO performs quality assurance (QA) work will serve as an indicator that the contractors QC system is not adequate.

## **3.1 Quality Assurance**

### **3.2 Contracting Officer's Representative**

The Contracting Officer Representative (COR) designated for this Project is:

COR: Stephanie Red Elk  
Cheyenne River Health Center  
24276 166th Street, Airport Road  
Eagle Butte, SD 57625  
Office: 605-964-0638  
Fax: 605-964-0644

The COR is responsible for:

- a. Monitoring the Contractor's technical progress;
- b. Interpreting the statement of work;
- c. Technical evaluation as required;
- d. Technical inspections and acceptance required by this contract; and,
- e. Assisting the Contractor in the resolution of technical problems encountered during performance of this contract.

### **3.3 Government Monitoring**

A government will monitor the contractor's performance under this contract using the method(s) of surveillance specified in the PRS. All monitoring observation will be recorded by the government. When an observation indicates defective performance, the COR will request the contractor's representative to confirm defective work and perform corrective action.

### **3.4 Performance Evaluation Meetings**

The contract manager may be required to meet weekly with the COR or others during the first month of the contract, meeting shall be as often as necessary thereafter as determined by the CO. However, if the contractor requests, a meeting will be held whenever a contract discrepancy



report is issued. The meetings shall focus on contractor performance and actual or potential problems. A mutual good faith effort shall be made by all parties to resolve all issues. The written minutes of these meetings shall be signed by all parties. Should the contractor not concur with the minutes the contractor shall state any areas of nonconcurrence in writing to the CO within 7 work days of the minutes.

### **3.5 Physical Security**

The contractor shall be responsible for safe guarding all government property provided for contractor use.

### **3.6 Key Access Control**

The contractor shall establish and implement methods of ensuring all keys issued to the contractor by the government are not lost or misplaced and are not used by unauthorized persons. No keys issued to the contractor by the government shall be duplicated. The contractor shall develop procedures covering key control that shall be in the QC plan.

### **4.1 Hours of Operation**

#### **4.2 Normal Hours**

The contractor shall maintain the following customer service hours: 7:00 am-3:00pm

#### **4.3 Emergency Services**

On occasion, services may be required to support an activation or exercise of contingency plans outside the normal duty hours described above.

#### **4.4 Documentation and Records**

All documentation, records, and schedules as described in the PWS that are the responsibility of the contractor are the property of the government and shall be turned over to the government upon completion or termination of the contract. All records are subject to the Freedom of Information and /or Privacy acts and any request for release of any records shall be handled accordingly.

#### **4.5 Compensation**

The contractor shall be paid a fixed flat rate per day.

### **C-2 Government-Furnished Property**

The government will provide any property, power, facilities, forms, supplies, and phone lines or physicians services if needed during the term of this contract.

### **C-3 Contractor-Furnished Property/Supplies/Materials/Equipment**

The Contractor will provide the necessary equipment to have the capabilities to do MRI's in the west parking lot of the CRHC. Contractor shall be responsible for any at its own cost maintenance and operation of equipment. Furthermore, the contractor shall make all preventative maintenance repairs and unscheduled repairs in a timely manner in order to minimize disruption of services. Any problems with the equipment will be immediately communicated to the CRHC



Radiology Supervisor or their designee. The contractor at its own expense shall provide services for (8) eight hours a day and shall provide a technologist to operate the equipment.

### **5.1 Specific Requirements**

The contractor will have a system that is compatible with the CRHC PACS system. The contractor will be responsible for providing all contrast for contrast studies. The Contractor will provide CRHC with a list of exams that company is able to perform. The contractor will provide CRHC with a schedule of MRI services once a week for a period of one year (52 days). The contractor will remain Joint Commission Accredited and have an annual medical physicist review. In the event of services not being able to be provided the contractor will not be compensated for cancelled clinic.

### **Performance-Based Service Delivery Summary**

The contractor's performance will be measured based on the following Performance Requirements. The Performance Requirements will be measured against Government Performance Standards and monitored in accordance with the following Methods of Government Surveillance or what is known as a Quality Assurance Surveillance Plan (QASP) to determine compliance. A 5% deduction will be assigned to each Performance Requirements. Deductions shall be assessed against individual invoices when services are not performed or do not meet contract requirements. Deductions will be done by the category that was deficient.

<b>Task Description</b>	<b>Performance Standard</b>	<b>AQL</b>	<b>Method of Monitoring</b>	<b>+ or - Incentives</b>
<b>Provide MRI services one day a week for 1 year.</b>	<b>Provide MRI services every week for one year.</b>	<b>MRI service once a week for one year.</b>	<b>Monthly log of days MRI services where provided.</b>	<b>Positive contract evaluations for services provided once a week for one year. Negative contract evaluation for every scheduled day that is missed.</b>

### **Invoice Processing Platform (IPP)**

The Indian Health Service (IHS) is in the process of implementing an electronic invoicing system.

In compliance with the Office of Management and Budget (OMB) M-15-19 memorandum "Improving Government Efficiency and Saving Taxpayer Dollars Through Electronic Invoicing"

directing Federal agencies to adopt electronic invoicing as the primary means to disburse payment to vendors. Invoices submitted under any award will be required to utilize the Invoice Processing Platform (IPP) in accordance with HHSAR 352.232-71, Electronic Submission and Processing Payment Requests.

The IPP website address is: <https://www.ipp.gov>

If you require assistance registering or IPP account access, please contact the IPP Helpdesk at (866) 973-3131, M-F, 8am-6pm EST, or, [IPPCustomerSupport@fiscal.treasury.gov](mailto:IPPCustomerSupport@fiscal.treasury.gov)

Should the contractor feels that the use of IPP would be unduly burdensome, their response to this solicitation should include an explanation of this position, for a determination by the contracting officer.

“The standards of medical practice and duties of the Contractor through its Pharmacists shall be determined pursuant to the by-laws of the Service Unit. The regulations of the hospital, applicable provisions of law, other rules and regulations of any and all governmental authorities relating to licensure and regulation of physicians and hospitals must be followed. Also, the standards and recommendations of Centers of Medicare and Medicaid Services (CMS) or the Accreditation Organization must be adhered to. The Contract Pharmacists shall be required to participate in a quality improvement program, which is consistent with current requirements for ongoing monitoring and evaluation of the quality and appropriateness of care.”

### **Housing**

If available, the Cheyenne River Health Center, has a limited number of housing available. The Contractor is required to pay rent for offered housing. The housing regulations and rental rate is determined by the CRHC Housing guidelines. If there is no housing available the Contractor will be responsible to secure housing in the surrounding town and/or rural area. Please do an internet search for area hotels and/or rentals.

### **Immunization/Employee Health Requirements**

Clearance from the Employee Health Coordinator (EHC) needs to be obtained prior to the contractor arriving to the facility, this means all records have been collected and reviewed by the EHC. The EHC will notify the Administrative Support Assistant (ASA) for the department when the contractor has been cleared to start via email notification.

The required records are:

- Two (2) documented vaccinations of MMR or a titer showing immunity to Mumps, Measles (Rubeola), Rubella
  - o Contractors born before 1957 are presumed to have natural immunity to MMR
- Three (3) documented vaccinations of Hepatitis B or a titer showing immunity to Hepatitis B
- Two (2) documented vaccinations of Varicella or a titer showing immunity to Varicella
- Tdap within the last 10 years
- TST (tuberculin skin test), PPD (purified protein derivative) or QuantiFERON- TB Gold within the last year or a chest x-ray within last five (5) years to rule out Tuberculosis
  - o Neither item can expire within contracted time

o If contractor were to extend and the TST/PPD/Gold/X-ray were to expire during the extension time frame, the expiring items must be completed and submitted to CRHC prior to extension being signed by CRHC

- Flu vaccine for current Flu Season if contracted between Sept 1 and April 1
  - Fit Test within the last year, to one of the following N95 mask: Moldex M/L, Moldex Large, 3M 1860 Small, 3M 1860 Regular, Halyard “duckbill” Regular, Halyard “duckbill” Medium.
    - o Fit test cannot expire within contracted time
    - o If contractor were to extend and the fit test were to expire during the extension time frame, a new fit test must be completed and submitted to CRHC prior to extension being signed by CRHC
- Optional records that are not mandated at this time but subject to change depending on Federal Regulation: COVID vaccinations

**SERVICES AND PRICES/COSTS**

(Fixed-Price, Services, Commercial Items)

Firm Fixed Price, Non-Personal Services, contract, to provide Mobile MRI Services, for the Cheyenne River Health Center, located in Eagle Butte, South Dakota. The Period of Performance will be from 01/01/2023 – 12/31/2023 for the base year, plus 4-one year option years.

**1. Base Year: 01/01/2023 – 12/31/2023**

Item No	Descript of Service	Estimated Qty	Unit		Price per Day		Total Amount
1.	Mobile MRI Services	52	days	x	\$	=	\$

**2. Option Year One (1): 01/01/2024 – 12/31/2024**

Item No	Descript of Service	Estimated Qty	Unit		Unit Price		Total Amount
1.	Mobile MRI Services	52	days	x	\$	=	\$

**3. Option Year Two (2): 01/01/2025 – 12/31/2025**

Item No	Descript of Service	Estimated Qty	Unit		Unit Price		Total Amount
1.	Mobile MRI Services	52	days	x	\$	=	\$

**4. Option Year Three (3): 01/01/2026 – 12/31/2026**

Item No	Descript of Service	Estimated Qty	Unit		Price per Day		Total Amount
1.	Mobile MRI Services	52	days	x	\$	=	\$

**5. Option Year Four (4): 01/01/2027 – 12/31/2027**

Item No	Descript of Service	Estimated Qty	Unit		Price per Day		Total Amount
1.	Mobile MRI Services	52	days	x	\$	=	\$

**6. AGGREGATED TOTALS**

		TOTALS
1.	Base Year Total	\$
2.	Option Year One (1) Total	\$
3.	Option Year Two (2) Total	\$
4.	Option Year Three (3) Total	\$
5.	Option Year Four (4) Total	\$
	<b>AGGREGATED TOTAL:</b>	\$

**Contract Clauses**

(Fixed-Price, Non-Personal Healthcare Services, Commercial Items)

**52.252-2 Clauses Incorporated by Reference.**

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

(End of clause)

<b>FAR Citation</b>	<b>Clause Title</b>	<b>Clause Date</b>
52.202-1	Definitions	(Jun 2020)
52.203-3	Gratuities	(Apr 1984)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	(Jun 2020)
52.203-16	Preventing Personal Conflicts of Interest	(Jun 2020)
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	(Jun 2020)
52.204-2	Security Requirements	(Mar 2021)
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	(May 2011)
52.204-9	Personal Identity Verification of Contractor Personnel	(Jan 2011)
52.204-13	System for Award Management Maintenance	(Oct 2018)
52.204-18	Commercial and Government Entity Code Maintenance	(Aug 2020)
52.204-19	Incorporation by Reference of Representations and Certifications	(Dec 2014)
52.212-4	Contract Terms and Conditions-Commercial Items	(Nov 2021)
52.215-8	Order of Precedence-Uniform Contract Format	(Oct 1997)
52.217-8	Option to Extend Services	(Nov 1999)
52.219-1	Small Business Program Representations	(Sep 2021)
52.222-1	Notice to the Government of Labor Disputes	(Feb 1997)
52.223-5	Pollution Prevention and Right-to-Know Information	(May 2011)
52.224-1	Privacy Act Notification	(Apr 1984)

52.224-2	Privacy Act	(Apr 1984)
52.225-14	Inconsistency between English Version and Translation of Contract	(Feb 2000)
52.227-11	Patent Rights-Ownership by the Contractor	(May 2014)
52.227-13	Patent Rights-Ownership by the Government	(Dec 2007)
52.227-14	Rights in Data-General	(May 2014)
52.229-3	Federal, State, and Local Taxes	(Feb 2013)
52.232-1	Payments	(Apr 1984)
52.232-8	Discounts for Prompt Payment	(Feb 2002)
52.232-11	Extras	(Apr 1984)
52.232-17	Interest	(May 2014)
52.232-18	Availability of Funds	(Apr 1984)
52.232-25	Prompt Payment	(Jan 2017)
52.232-39	Unenforceability of Unauthorized Obligations	(Jun 2013)
52.233-1	Disputes	(May 2014)
52.237-7	Indemnification and Medical Liability Insurance	(Jan 1997)
52.242-13	Bankruptcy	(July 1995)
52.242-15	Stop-Work Order	(Aug 1989)
52.243-1	Changes-Fixed-Price	(Aug 1987)
52.246-20	Warranty of Services	(May 2001)
52.246-25	Limitation of Liability-Services	(Feb 1997)
52.247-5	Familiarization with Conditions	(Apr 1984)
52.247-17	Charges	(Apr 1984)
52.247-27	Contract Not Affected by Oral Agreement	(Apr 1984)
52.249-2	Termination for Convenience of the Government (Fixed-Price)	(Apr 2012)
52.249-8	Default (Fixed-Price Supply and Service)	(Apr 1984)

52.253-1 Computer Generated Forms (Jan 1991)

FAR Citation	Clause Title	Clause Date
52.204-1	Approval of Contract	(Dec 1989)
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items	(Jan 2022)
52.219-13	Notice of Set-Aside of Orders	(Mar 2020)
52.222-35	Equal Opportunity for Veterans	(Jun 2020)
52.223-99	Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors	(Oct 2021)

**52.204-1 Approval of Contract (Dec 1989)**

This contract is subject to the written approval of Contracting Officer and shall not be binding until so approved.

(End of clause)

**52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services (Sep 2021)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services :

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

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

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

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

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

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

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to



implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services :

- ☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with *Alternate I* (Nov 2021) ( 41 U.S.C. 4704 and 10 U.S.C. 2402).
- ☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) ( 41 U.S.C. 3509)).
- ☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- ☒ (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 (SEP 2021) ( 15 U.S.C. 657a).
- ☒ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) ( 15 U.S.C. 657a).
- ☒ (13) [Reserved]
- ☒ (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (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 2018) ( 15 U.S.C. 637(d)(2) and (3)).
- ☐ (17) (i) 52.219-9, Small Business Subcontracting Plan (NOV 2021) ( 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.  
\_X\_ (19) 52.219-14, Limitations on Subcontracting (SEP 2021) ( 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 (SEP 2021) ( 15 U.S.C. 657f).  
\_\_\_ (22)  
(i) 52.219-28, Post Award Small Business Program Rerepresentation (SEP 2021) ( 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 (SEP 2021) ( 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 (SEP 2021) ( 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)).  
\_X\_ (27) 52.222-3, Convict Labor (JUN 2003) (E.O.11755).  
\_\_\_ (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 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.  
\_X\_ (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) ( 38 U.S.C. 4212).  
\_\_\_ (ii) Alternate I (JUL 2014) of 52.222-35.  
\_X\_ (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) ( 29 U.S.C. 793).  
\_\_\_ (ii) Alternate I (JUL 2014) of 52.222-36.  
\_X\_ (33) 52.222-37, Employment Reports on Veterans (JUN 2020) ( 38 U.S.C. 4212).  
\_X\_ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).  
\_X\_ (35)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) ( 22 U.S.C. chapter 78 and E.O. 13627).  
\_\_\_ (ii) Alternate I (MAR 2015) of 52.222-50 ( 22 U.S.C. chapter 78 and E.O. 13627).  
\_\_\_ (36) 52.222-54, Employment Eligibility Verification (NOV 2021) . (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.

X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

X (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) 52.225-1, Buy American-Supplies (NOV 2021) ( 41 U.S.C. chapter 83).

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

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

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

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

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

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

\_\_\_ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 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. 2307(f)).

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

X (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT2018) ( 31 U.S.C. 3332).

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

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

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

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

\_\_\_ (63)

(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ( 46 U.S.C. 55305 and 10 U.S.C. 2631).

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

\_\_\_ (iii) Alternate II (Nov 2021) of 52.247-64.

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

*[Contracting Officer check as appropriate.]*

X (1) 52.222-41, Service Contract Labor Standards (AUG 2018) ( 41 U.S.C. chapter 67).

X (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).

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

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

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

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

X (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

X (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

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

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

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

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

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

(e)

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

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

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

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

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

(v) 52.219-8, Utilization of Small Business Concerns (OCT 2018) ( 15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns ) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

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

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

(xiii)

(A) 52.222-50, Combating Trafficking in Persons (Nov 2021) ( 22 U.S.C. chapter 78 and E.O 13627).

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

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

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 014) ( 41 U.S.C. chapter 67).

(xvi) 52.222-54, Employment Eligibility Verification (Nov 2021) (E.O. 12989).

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

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

(xix)

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

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

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

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

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

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

(End of clause)

*Alternate I* (FEB 2000). As prescribed in 12.301(b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause".

*Alternate II* (JAN 2022) . As prescribed in 12.301(b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States , an appropriate Inspector General appointed under section 3 or 8 G of the Inspector General Act of 1978 ( 5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial products or commercial services, other than—

(i) *Paragraph (d) of this clause.* This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) *Those clauses listed in this paragraph (e)(1).* Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

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

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5).

(C) 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).

(D) 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).

(E) 52.219-8, Utilization of Small Business Concerns (OCT 2018) ( 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.

(F) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(G) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(H) 52.222-35, Equal Opportunity for Veterans (JUN 2020) ( 38 U.S.C. 4212).

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

(J) 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.

(K) 52.222-41, Service Contract Labor Standards (AUG 2018) ( 41 U.S.C. chapter 67).

(L) \_\_\_\_ (1) 52.222-50, Combating Trafficking in Persons (NOV 2021) ( 22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_\_ (2) Alternate I (MAR 2015) of 52.222-50 ( 22 U.S.C. chapter 78 and E.O. 13627).

(M) 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).

(N) 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).

(O) 52.222-54, Employment Eligibility Verification (Nov 2021) (Executive Order 12989).

(P) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(Q) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(R) (I) 52.224-3, Privacy Training (JAN 2017) ( 5 U.S.C. 552a).

(2) Alternate I (JAN 2017) of 52.224-3.

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

(T) 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.

(U) 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.

**52.219-13      Notice of Set-Aside of Orders      (Mar 2020)**

(a) The Contracting Officer may set aside orders for the small business concerns identified in 19.000(a)(3).

(b) The Contracting Officer will give notice of the order or orders, if any, to be set aside for small business concerns identified in 19.000(a)(3) and the applicable small business program. This notice, and its restrictions, will apply only to the specific orders that have been set aside for any of the small business concerns identified in 19.000(a)(3).

(End of clause)

**52.222-35      Equal Opportunity for Veterans      (Jun 2020)**

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

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR)22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms,



including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

**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 or subcontractor 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.

(End of clause)

**Department of HHS Acquisition Regulations (HHSAR) (49 Chapter3) Clauses**  
**Incorporated by full text**

<b>HHSAR Citation</b>	<b>Clause Title</b>	<b>Clause Date</b>
HHSAR 352.224-70	Privacy Act	December 2015
HHSAR 352.224-71	Confidential Information	December 2015
HHSAR 352.226-1	Indian Preference	December 2015
HHSAR 352.226-2	Indian Preference Program	December 2015
HHSAR 352.232-71	Electronic Submission of Invoice Payment Requests	February 2022
HHSAR 352.237-70	Pro-Children Act	December 2018
HHSAR 352.237-71	Crime Control Act-Reporting of Child Abuse	December 2015

HHSAR 352.237-72	Crime Control Act-Requirement For Background Checks	December 2015
HHSAR 352.237-73	Indian Child Protection and Family Violence Act	December 2015
HHSAR 352.237-74	Non-Discrimination in Service Delivery	December 2018

**352.224-70                      Privacy Act                      (DEC 2015)**

As prescribed in HHSAR 324.105(a), the Contracting Officer shall insert the following clause:

**Privacy Act (December 18, 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)**) and 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.

(End of clause)

**352.224-71                      Confidential Information                      (DEC 2015)**

As prescribed in HHSAR 324.105(b), insert the following clause:

**Confidential Information (December 18, 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: [INSERT RESTRICTED TYPES OF INFORMATION. If none, so state.]

(ii) The reason(s) for restricting the types of information identified in subparagraph (i) is/are: [STATE WHY THE PUBLIC OR GOVERNMENT INTEREST REQUIRES THE RESTRICTION OF EACH TYPE OF INFORMATION. ANY BASIS FOR NONDISCLOSURE WHICH WOULD BE VALID UNDER THE FREEDOM OF INFORMATION ACT IS SUFFICIENT UNDER THIS CLAUSE.]

(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.

### **352.226-1 Indian Preference**

**(DEC 2015)**

As prescribed in HHSAR 326.505(a), the Contracting Officer shall insert the following clause:

#### **Indian Preference (December 18, 2015)**

(a) The Contractor agrees to give preference in employment opportunities under this contract to Indians who can perform required work, regardless of age (subject to existing laws and regulations), sex, religion, or tribal affiliation. To the extent feasible and consistent with the efficient performance of this contract, the Contractor further agrees to give preference in employment and training opportunities under this contract to Indians who are not fully qualified to perform regardless of age (subject to existing laws and regulations), sex, religion, or tribal affiliation. The Contractor also agrees to give preference to Indian organizations and Indian-owned economic enterprises in the awarding of any subcontracts to the extent feasible and consistent with the efficient performance of this contract. The Contractor shall maintain the necessary statistical records to demonstrate compliance with this paragraph.

(b) In connection with the Indian employment preference requirements of this clause, the Contractor shall provide reasonable opportunities for training, incident to such employment. Such training shall include on-the—job, classroom, or apprenticeship training designed to increase the vocational effectiveness of an Indian employee.

(c) If the Contractor is unable to fill its employment and training opportunities after giving full consideration to Indians as required by this clause, the Contractor may satisfy those needs by selecting non-Indian persons in accordance with the clause of this contract entitled "Equal Opportunity."

(d) If no Indian organizations or Indian-owned economic enterprises are available under reasonable terms and conditions, including price, for awarding of subcontracts in connection with the work performed under this contract, the Contractor agrees to comply with the provisions of this contract involving utilization of small businesses; HUBZone small businesses; service-disabled, veteran-owned small businesses; 8(a) small businesses; veteran-owned small businesses; women-owned small businesses; or small disadvantaged businesses.



(e) As used in this clause,

(1) Indian means a person who is a member of an Indian tribe. If the Contractor has reason to doubt that a person seeking employment preference is an Indian, the Contractor shall grant the preference but shall require the individual provide evidence within 30 days from the tribe concerned that the person is a member of the tribe.

(2) Indian tribe means an Indian tribe, pueblo, band, nation, or other organized group or community, including Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act (85 Stat. 688; 43 U.S.C. 1601) which the United States recognizes as eligible for the special programs and services provided to Indians because of its status as Indians.

(3) Indian organization means the governing body of any Indian Tribe or entity established or recognized by such governing body in accordance with the Indian Financing Act of 1974 (88 Stat. 77; 25 U.S.C. 1451).

(4) Indian-owned economic enterprise means any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, provided that such Indian ownership shall constitute not less than 51 percent of the enterprise, and that ownership shall encompass active operation and control of the enterprise.

(f) The Contractor agrees to include the provisions of this clause, including this paragraph (f) of this clause, in each subcontract awarded at any tier under this contract.

(g) In the event of noncompliance with this clause, the Contracting Officer may terminate the contract in whole or in part or may pursue any other remedies authorized by law or by other provisions of the contract.

(End of clause)

**352.226-2**

**Indian Preference Program**

**(DEC 2015)**

As prescribed in HHSAR 326.505(b), the Contracting Officer shall insert the following clause:

**Indian Preference Program (December 18, 2015)**

(a) In addition to the requirements of the clause of this contract entitled “Indian Preference,” the Contractor agrees to establish and conduct an Indian preference program which will expand opportunities for Indians to receive preference for employment and training in connection with the work performed under this contract, and which will expand the opportunities for Indian organizations and Indian-owned economic enterprises to receive a preference in the awarding of subcontracts. In this connection, the Contractor shall perform the following:

(1) Designate a liaison officer who will maintain liaison with the Government and the Tribe(s) on Indian preference matters; supervise compliance with the provisions of this clause; and administer the Contractor’s Indian preference program.

(2) Advise its recruitment sources in writing and include a statement in all employment advertisements that Indian applicants receive preference in employment and training incident to such employment.

(3) Not more than 20 calendar days after award of the contract, post a written notice setting forth the Contractor’s employment needs and related training opportunities in the tribal office of any reservations on or near the contract work location. The notice shall include the approximate numbers and types of employees needed; the approximate dates of employment; any experience or special skills required for employment; training opportunities available; and other pertinent information necessary to advise prospective employees of any other employment requirements. The Contractor shall also request the tribe(s) on or near whose reservation(s) the Contractor will perform contract work to provide

assistance filling its employment needs and training opportunities. The Contracting Officer will advise the Contractor of the name, location, and phone number of the Tribal officials to contact regarding the posting of notices and requests for Tribal assistance.

(4) Establish and conduct a subcontracting program which gives preference to Indian organizations and Indian-owned economic enterprises as subcontractors (including suppliers) under this contract. The Contractor shall give public notice of existing subcontracting opportunities and, to the extent feasible and consistent with the efficient performance of this contract, shall solicit bids or proposals from Indian organizations or Indian-owned economic enterprises only. The Contractor shall request assistance and information on Indian firms qualified as subcontractors (including suppliers) from the Tribe(s) on or near whose reservation(s) the Contractor will perform contract work. The Contracting Officer will advise the Contractor of the name, location, and phone number of the Tribal officials to contact regarding the request for assistance and information. Public notices and solicitations for existing subcontracting opportunities shall provide an equitable opportunity for Indian firms to submit bids or proposals by including—

(i) A clear description of the supplies or services required, including quantities, specifications, and delivery schedules that facilitate the participation of Indian firms;

(ii) A statement indicating that Indian organizations and Indian-owned economic enterprises will receive preference in accordance with section 7(b) of Pub. L. 93–638; 88 Stat. 2205; 25 U.S.C. 450e(b);

(iii) Definitions for the terms “Indian organization” and “Indian-owned economic enterprise” prescribed under the “Indian Preference” clause of this contract;

(iv) A statement that the bidder or offeror shall complete certifying that it is an Indian organization or Indian-owned economic enterprise; and

(v) A closing date for receipt of bids or proposals which provides sufficient time for preparation and submission of a bid or proposal. If, after soliciting bids or proposals from Indian organizations and Indian-owned economic enterprises, the Contractor receives no responsive bid or acceptable proposal, the Contractor shall comply with the requirements of paragraph (d) of the “Indian Preference” clause of this contract. If the Contractor receives one or more responsive bids or conforming proposals, the Contractor shall award the contract to the low, responsive, responsible bidder or conforming offer from a responsible offeror if the price is reasonable. If the Contractor determines the low responsive bid or conforming proposal’s price is unreasonable, the Contractor shall attempt to negotiate a reasonable price and award a subcontract. If parties cannot agree on a reasonable price, the Contractor shall comply with the requirements of paragraph (d) of the “Indian Preference” clause of this contract.

(5) Maintain written records under this contract which demonstrate—

(i) The numbers of Indians seeking employment for each employment position available under this contract;

(ii) The number and types of positions filled by Indians and non-Indians;

(iii) The total number of Indians employed under this contract;

(iv) For those positions having both Indian and non-Indian applicants, and a non-Indian is selected for employment, the reason(s) why the Contractor did not select the Indian applicant;

(v) Actions taken to give preference to Indian organizations and Indian-owned economic enterprises for subcontracting opportunities which exist under this contract;

(vi) Reasons why Indian subcontractors and or suppliers did not receive preference for each requirement where the Contractor determined that such preference was inconsistent with efficient contract performance; and

(vii) The number of Indian organizations and Indian-owned economic enterprises contacted, and the number receiving subcontract awards under this contract.

(6) Submit to the Contracting Officer for approval a quarterly report summarizing the Contractor's Indian preference program and indicating the number and types of available positions filled by Indians and non-Indians, and the dollar amounts of all subcontracts awarded to Indian organizations and Indian-owned economic enterprises, and to all other firms.

(7) Maintain records pursuant to this clause and keep them available for review by the Government for one year after final payment under this contract, or for such longer period in accordance with requirements of any other clause of this contract or by applicable law or regulation.

(b) For purposes of this clause, the following definitions of terms shall apply:

(1) The terms Indian, Indian tribe, Indian organization, and Indian-owned economic enterprise are defined in the clause of this contract entitled Indian Preference.

(2) Indian reservation includes Indian reservations, public domain Indian allotments, former Indian reservations in Oklahoma, and land held by incorporated Native groups, regional corporations, and village corporations under the provisions of the Alaska Native Claims Settlement Act (85 Stat. 688; 43 U.S.C. 1601 *et seq.*)

(3) On or near an Indian reservation means on a reservation or reservations or within that area surrounding an Indian reservation(s) where a person seeking employment could reasonably expect to commute to and from in the course of a work day.

(c) Nothing in the requirements of this clause shall preclude Indian tribes from independently developing and enforcing their own Indian preference requirements. Such requirements must not conflict with any Federal statutory or regulatory requirement dealing with the award and administration of contracts.

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in each subcontract awarded at any tier under this contract and to notify the Contracting Officer of such subcontracts.

(e) In the event of noncompliance with this clause, the Contracting Officer may terminate the contract in whole or in part or may pursue any other remedies authorized by law or by other provisions of the contract.

(End of clause)

**352.232-71                      Electronic Submission of Invoice Payment Requests                      (Feb 2022)**

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

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

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

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

(END OF CLAUSE)

**352.237-70**

**Pro-Children Act**

**(DEC 2018)**

As prescribed in HHSAR 337.103(d)(1), the Contracting Officer shall insert the following clause:

Pro-Children Act (December 18, 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.

**352.237-71 Crime Control Act—Reporting of Child Abuse**

**(DEC 2015)**

As prescribed in HHSAR 337.103(d)(2), the Contracting Officer shall insert the following clause:

Crime Control Act of 1990—Reporting of Child Abuse (December 18, 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, dentists, 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.

(End of clause)

**352.237-72 Crime Control Act—Requirement for Background Checks (DEC 2015)**

As prescribed in HHSAR 337.103(d)(3), the Contracting Officer shall insert the following clause:

Crime Control Act of 1990—Requirement for Background Checks (December 18, 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 child care 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.

(End of clause)

**352.237-73 Indian Child Protection and Family Violence Act (DEC 2015)**

As prescribed in HHSAR 337.103(d)(4) the Contracting Officer shall insert the following clause:

Indian Child Protection and Family Violence Act (December 18, 2015)

(a) This contract is subject to the Indian Child Protection and Family Violence Act, Pub. L. 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. Pub. L. 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 J of this contract.

(End of clause)



**352.237-74 Non-Discrimination in Service Delivery**

**(DEC 2018)**

As prescribed in HHSAR 337.103(e), the Contracting Officer shall insert the following clause in solicitations and contracts:

**Non-Discrimination In Service Delivery (December 18, 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.

(End of clause)

**REPRESENTATIONS, CERTIFICATION, AND OTHER STATEMENTS OF  
OFFERORS**

(Fixed-Price, Services, Commercial Items)

**52.212-3 Offeror Representations and Certifications-Commercial Items (Nov 2021)**

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. 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 the field of operation in which it is bidding on Government contracts, 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 .

(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 will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern*. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(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 it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(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 CFR124.1002.

(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 concern eligible under the WOSB Program*. *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.]* The offeror represents that-

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern .  
[Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that-

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [*The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.*] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(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, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and



(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(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 , 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 .

(iii) The terms "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 :


[List as necessary]

(3) 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.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "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 :

_____	_____
_____	_____
_____	_____

[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 .

Other Foreign End Products :

_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) 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 I.* If Alternate I 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 Canadian end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian End Products :

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[List as necessary]

(3) *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 Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products :

<hr/>		<hr/>
<hr/>		<hr/>
<hr/>		<hr/>

[List as necessary]

(4) *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 :

_____	_____
_____	_____
_____	_____

[List as necessary]

(5) *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 :

_____	_____
_____	_____
_____	_____

[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 .*


(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 .

(End of Provision)

*Alternate I (Oct2014).* As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

\_\_\_\_\_ Black American.

\_\_\_\_\_ Hispanic American.

\_\_\_\_\_ Native American (American Indians , Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_\_ Subcontinent Asian (Asian-Indian ) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_\_ Individual /concern, other than one of the preceding.

**52.204-20 Predecessor of Offeror**

**AUG 2020**

(a) Definitions. As used in this provision–

Commercial and Government Entity (CAGE) code means–

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

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

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.



(b) 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.

(c) If the Offeror has indicated "is" in paragraph (b) 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).

(End of provision)

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

**NOV 2021**

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

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

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

(b) *Prohibition.*

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

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

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

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

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

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

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

(d) *Representation.* The Offeror represents that—

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

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

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

(e) *Disclosures.*

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

(i) For covered equipment —



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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment —

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

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

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

(ii) For covered services—

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

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

(End of provision)

**52.204-26 Covered Telecommunications Equipment  
or Services-Representation**

**(Oct 2020)**

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

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

(c)

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

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

(End of provision)

**52.209-5 Certification Regarding Responsibility Matters**

**(Aug 2020)**

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

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

(B) 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 public (Federal, State, or local) 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 (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) 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.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *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.

(ii) *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.

(2) *Examples.*

(i) 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.

(ii) 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.

(iii) 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.

(iv) 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).

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.



(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

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

**(Feb 2016)**

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

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

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

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

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

(End of provision)

## **52.219-1 Small Business Program Representations**

**(Sep 2021)**

( *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. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

*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 the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (b) of this provision.

(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.

"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 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.

(b)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 621399 .

(2) The small business size standard is \$8M .

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (*i.e.*, nonmanufacturer), is 500 employees if the acquisition—

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(c) *Representations.*

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *[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.

(3) *[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 women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.]* The offeror represents as part of its offer that-

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. *[The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.]* Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.



(5) Economically disadvantaged women-owned small business (EDWOSB) concern. *[Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.]* The offeror represents as part of its offer that-

(i) It ☐ is, ☐ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.]* Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) *[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.

(7) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(8) *[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, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. *[The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.]* Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) *Notice.* Under 15 U.S.C.645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any

other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

- (1) Be punished by imposition of fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

**52.222-25 Affirmative Action Compliance.**

**(Apr 1984)**

The offeror represents that-

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

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

(End of provision)

**52.252-1 Solicitation Provisions Incorporated by Reference**

**FEB 1998**

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

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

(End of provision)

<b>FAR Citation</b>	<b>Clause Title</b>	<b>Clause Date</b>
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	(Sept 2007)
52.204-17	Ownership or Control of Offeror	(Aug 2020)
52.225-25	Prohibition on Contracting With Entities Engaging	(Jun 2020)

in Certain Activities or Transactions Relating to Iran—  
Representation and Certifications

52.232-40	Providing Accelerated Payments to Small Business Subcontractors	(Nov 2021)
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**INSTRUCTIONS, CONDITIONS, AND NOTICE TO OFFERORS OR RESPONDENTS**

(Fixed-Price, Services, Commercial Items)

**52.212-1 Instructions to Offerors-Commercial Items.**

**(Nov 2021)**

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition—

(1) Is set aside for small business and has a value above the simplified acquisition threshold;

(2) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(3) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at Federal Acquisition Regulation (FAR) 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with



FAR subpart 4.10), or alternative commercial products or commercial services for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)

(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time /date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)



(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to-

GSA Federal Supply Service Specifications Section  
Suite 8100 470 East L'Enfant Plaza, SW  
Washington, DC 20407  
Telephone (202) 619-8925  
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (i) ASSIST ( <https://assist.dla.mil/online/start/>).
- (ii) Quick Search ( <http://quicksearch.dla.mil/>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by-

- (i) Using the ASSIST Shopping Wizard ( <https://assist.dla.mil/wizard/index.cfm>);
- (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600

EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Unique entity identifier* .(Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier " followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator , if applicable. The EFT indicator is a four-character suffix to the unique entity identifier . The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier , it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at [www.sam.gov](http://www.sam.gov) for establishing the unique entity identifier .

(k) [Reserved]

(l) *Debriefing*. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information , if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial products , the make and model of the product to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

**52.233-2 Service of Protest (Sept 2006)**

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Indian Health Service  
Division of Acquisitions Management  
Attn: Craig Wells, CCO  
Federal Building, Room 309  
115 4<sup>th</sup> Avenue Southeast  
Aberdeen, South Dakota 57401-4360

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

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

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

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

(End of provision)

<b>FAR Citation</b>	<b>Clause Title</b>	<b>Clause Date</b>
52.204-7	System for Award Management	(Oct 2018)
52.204-16	Commercial and Government Entity Code Reporting	(Aug 2020)
52.204-22	Alternative Line Item Proposal	(Jan 2017)



**EVALUATION FACTORS FOR AWARD**  
(Fixed-Price, Services, Commercial Items)

**52.252-1 Solicitation Provisions Incorporated by Reference.**

SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

(End of provision)

**52.217-5 Evaluation of Options**

**JUL 1990**

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**52.212-2 Evaluation—Commercial Products and Commercial Services**

**NOV 2021**

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

- 1) Past Performance
- 2) Technical Capabilities
- 3) Management Capabilities

Technical and past performance, when combined, are more important than cost.

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

## **BASIS FOR AWARD:**

The basis for award will be based on "Best Value" with trade-offs that takes in consideration the evaluation factors listed below. Therefore, in addition to price the government will consider the evaluation factors in determining the successful quote that represent best value to the government. Under best value principles, there is no requirement that a contract be awarded on the basis of lowest price. Offeror is to bid on the Base Year and each Option Year. IHS reserves the right to make a single award or multiple awards, whichever is most advantages to the Government. This is a competitive solicitation and the offer your firm submits will be used by the Indian Health Service to determine, which offer is the "Best Value" to the government. Be advised that the quantities listed within are, "estimates only" and it is not the intent of IHS to be obligated to order the "quantities".

Below are the mandatory criteria:

### **1. Past Performance**

The Past Performance and Experience evaluation factor will assess the relevance and breadth of the offeror's experience and quality of the offeror's past performance on contracts consistent in scope and complexity with Mobile MRI Services at the Cheyenne River Health Center, in Eagle Butte, South Dakota. The technical proposal must include a listing of similar contracts and contract information for Mobile MRI Service contracts, subcontracts, Government and/or Commercial, awarded to the offeror.

The offeror must demonstrate its record of successful performance in the past contracts and subcontracts. Government and/or Commercial. Each offeror will be evaluated on its performance under existing and prior contracts and subcontracts for similar services. The offeror shall fill out the past performance questionnaire and/or include the information in their proposal.

### **2. Technical Capability**

Evaluation of this criteria will assess the offeror's overall understanding of the complexities and logistical requirements associates with the provision of temporary Mobile MRI Services at the Cheyenne River Health Center, in Eagle Butte, South Dakota and the offeror's ability to successfully manage such project. This criteria will be based upon the offeror adequately addressing each of the following elements and including sufficiently detailed information to allow a complete analysis of the offeror's technical capabilities and responsibility:

- A. Understand the problems in delivering Mobile MRI services at a rural IHS facility and transport of patients in rural settings.
- B. Understand the complexity and logistical requirements of the project.
- C. The proposal submitted should clearly show how the aspects of the PWS is to be accomplished.
- D. Requirements for providing Mobile MRI services and maintaining licensure/certifications.
- E. Description of method on checks and balances and evaluate and report on progress.



### **3. Management Capabilities**

The clinical proposal must include a list of professional personnel and key employees that will be assigned to this project. Resume, license, and certifications (unexpired) of personnel directly involved in providing services under the contract shall be included in the technical proposal. The personnel must show the ability to perform duties within the requirements of the PWS. The personnel must show experience. The personnel must possess the necessary organization, experience, education, and technical skills to perform the work. IHS experience is favorable.

### **EVALUATION PROCESS FOR AWARD**

(a) The Government will award one or more contracts resulting from this solicitation to the responsible offeror(s) whose offer, conforming to the solicitation, will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- 1) Past Performance
- 2) Technical Capabilities
- 3) Management Capabilities

(b) The Government will conduct a best value evaluation to determine offeror(s) for award. In doing so the Government may award to other than the lowest priced proposal or other than the highest technically rated proposal. It is anticipated that one or more awards will be made. All proposals shall be evaluated based on the following:

### **RELATIVE IMPORTANCE OF EVALUATION CRITERIA**

All evaluation factors other than cost or price, when combined, are more important than cost or price. Selection of the firm(s) to perform this Contract will be based on IHS' assessment of the best value to the Government.

### **1. RESPONSIBILITY**

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

### **2. ADJECTIVAL RATINGS**

The Technical Evaluation Team will identify strengths, weaknesses, and deficiencies. Since factors are listed in descending order of importance, as technical ratings and relative advantages and disadvantages become less distinct, difference in price between proposals are of increased importance in determining the most advantageous proposal. Conversely, as differences in price become less distinct, differences in rating and relative advantages and disadvantages between proposals are of increased importance to the determination.

The technical evaluation will be attained through a determination and analysis of strengths, weaknesses, and risks of each proposal. Technical risks will be included in the final evaluation of each factor and will not be evaluated as a separate factor. In the assessment of technical risk, the Government evaluators will consider all available information.



The following is an adjectival rating system that will be used to evaluate Offeror's proposals:

ADJECTIVAL RATING	DESCRIPTION
Outstanding	Greatly exceeds all minimum requirements of the criteria; has a high probability of success; contains no weaknesses or deficiencies.
Good	Exceeds all the minimum requirements of the criteria; has an above average probability of success; contains no significant weaknesses and only minor correctable weaknesses exist.
Acceptable	Meets all the minimum requirements of the criteria; has an average probability of success; no significant weaknesses and no deficiencies.
Marginal	Fails to meet one or more of the minimum requirements of the criteria; low probability of success; major weaknesses and/or significant number of deficiencies exists.
Unacceptable	Fails to meet any of the minimum requirements of the criteria; proposal needs major revisions; very low probability of success.

### **3. PRICE EVALUATION**

The price proposal shall be evaluated to determine the Offeror's ability to carry out its proposed technical approach and indicate that the Offeror understands the nature and extent of the work to be performed. The total price of each contract line item shall be added together to arrive at an overall total. The total of all options years shall be added together to arrive at an overall evaluated total, which will be evaluated for overall reasonableness of price. Offerors must include the formulas and factors used in calculation of the data.

### **4. AWARD WITHOUT DISCUSSIONS & COMPETITIVE RANGE DETERMINATIONS**

The Government intends to evaluate proposals and award a contract without discussions with Offerors (except for clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal 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. In the event discussions are held, a competitive range determination will be made. If the Contracting Officer determines that the number of proposals 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 proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

### **5. AWARD**

An award 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 proposal 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.



### Past Performance Questionnaire

#### Past Performance Information

OFFEROR INSTRUCTIONS: A separate record must be completed for each Past Performance Information and Survey; Offeror must directly send to the evaluator, requesting they complete and return as indicated on the attached Past Performance Survey, no later than, **December 16, 2022** to [stephanie.redelk@ihs.gov](mailto:stephanie.redelk@ihs.gov). Further, Offeror must include a copy of each requested Past Performance Information page with proposal submission, showing the date and time you send to evaluator.

Name of Offeror being evaluated:
Address of Offeror:
Contract Details (i.e. Contract #/ Delivery or Task Order #, Title, Location, etc)
Evaluator's Full Name:
Evaluator's Position held or function in relation to project:
Evaluator's Company/Organization Name, Address and Phone number:
Evaluator's email address:
Please complete and return to: <a href="mailto:Stephanie.RedElk@ihs.gov">Stephanie.RedElk@ihs.gov</a>  No Later Than: <b>December 16, 2022 @ 1:00pm MST</b>

### Past Performance Questionnaire

Reference Instructions: The Indian Health Service/Cheyenne River Health Center is considering the Offeror listed above for award of a firm-fixed price, non-personal service, contract, for Mobile MRI Services. Your comments would be appreciated regarding this firm's past performance. Your comments are considered Source Selection Sensitive; therefore, you are advised that the Federal Acquisition Regulation (FAR) 15.506 prohibits the release of the names of the individuals providing reference information about the Offeror's past performance. Survey should be completed by the evaluator and returned to Stephanie Red Elk at Stephanie.RedElk@ihs.gov, no later than the date specified at the bottom of the form.

Please evaluate the Past Performance using only the following ratings without variation. If the rating is Marginal or Unacceptable, provide additional information in the appropriate block or in the remarks section of this form.

O = Outstanding = Performance greatly exceeded contract requirements

A = Above Average = Performance exceeded contract requirements

S = Satisfactory = Performance met contract requirements

M = Marginal = Performance met the minimum contract requirements but some material aspects of the contractor's performance were less than satisfactory.

U = Unacceptable = Performance was poor and/or did not satisfy contract requirements

NOTE: Do not use a color marking pen to circle the response. **Best to use a ball point pen (Black or Blue) to circle your response.**

Describe exactly what type of Mobile MRI or similar service(s) were provided to your company/organization?

Length of the Service (Provide dates):
--

Rate the following questions if the company provided temporary medical staffing or similar services. Provide information/comments in the Remarks Section below.	Circle One
Q1. To what extent did the contractor comply with contract requirements?	O A S M U
Q2. How timely was the contractor's performance?	O A S M U
Q3. How well did the contractor comply with the labor and safety standards?	O A S M U
Q4. Rate the effectiveness of the contractor's management of the contract?	O A S M U
Q5. Rate the contractor's handling of staff integrity issues.	O A S M U
Q6. Rate the contractor's personnel management practices.	O A S M U
Q7. Quality Control: Rate the overall quality of contractor's work.	O A S M U
Q8. How well did the contractor comply with the training requirements with respect to its employees?	O A S M U
Q9. What extent was contractor flexible in responding to changing needs?	O A S M U
Q10. To what extent was the contractor reliable and responsive?	O A S M U
Q11. To what extent did the contractor have continuous uninterrupted service?	O A S M U
Q12. Have any cure notices, show cause letters, suspension of payment, or termination been issued? If yes, explain on the following page.	Yes No
Q13. Would you award another contract to this contractor? If no, explain on the following page.	Yes No



Q14. Was the customer satisfied with the service provided? If no, explain on the following page.	Yes No
Q15. To what extent did contractor notify you of problems of potential issues?	O A S M U
Q16. Did the Contractor submit accurate invoices during the performance period?	Yes No
Q17. Was the contractor professional and courteous in its interaction with you?	Yes No
Q18. Did the contractor respond promptly to requests?	Yes No
Q19. Did the contractor meet all expectations under the contract?	Yes No

**Past Performance Questionnaire – Remarks Section**

Evaluator's Additional Remarks regarding services:	
Signature of Evaluator:	Date of Evaluation:
Print Name of Evaluator:	

Please email scanned copy directly to  
Stephanie.RedElk@ihs.gov  
**Do NOT** return survey to the company you are evaluating.