

SECTION 1 - SUPPLIES OR SERVICES AND PRICES/COSTS

1.1 SERVICES

The Indian Health Service (IHS)/Albuquerque Area Office (AAO), Albuquerque Service Unit (ASU) has a requirement for a 24/7 Nurse Advice Toll-Free Line for the Albuquerque Indian Health Center (AIHC) located in Albuquerque, NM, starting April 01, 2023 through March 31, 2024.

1.2 PRICE OR COST

This will result in one Firm-Fixed-Price (FFP) purchase order.

1.3 GENERAL CONTRACT INFORMATION

1.3.1 The Contractor's price/cost for services under this contract should include all applicable taxes for Internal Revenue Service (IRS), State of New Mexico Taxation and Revenue agency and/or other revenue agencies. The Indian Health Service will not withhold taxes nor will it issue a W-2 to the contractor.

1.4 CONTRACT PRICE

- 1.4.1 This will result in one FFP purchase order. The total price for this contract is TBD.
- 1.4.2 Upon delivery and acceptance of the item(s) specified in the DELIVERY Article in SECTION F of this contract, the Government shall pay to the Contractor resulting from the awarded contract price.
- 1.4.3 The Contractor shall be paid upon submission of an invoice and completion and acceptance (if deliverable) or verification (if service) by the Contracting Officer's Representative (COR), of the deliverables and/or services indicated below. Submit invoices in accordance with the instructions contained in FAR clause 52.232-25, Prompt Payment, and Section of this contract.

SCHEDULE OF CHARGES*

Item #	Contract Period	Pricing of Services	Total Amount
CLIN 1	Base Year: 04/01/23 – 03/31/24	\$_____/month x 12 months/year=	\$_____/year
		GRAND TOTAL:	\$_____/year

***The format for pricing can be changed (as you may charge per call, etc) to your specific requirements. Also, feel free to submit the quote in your own format, table, etc.**

1.5 OPTION PRICES

- 1.5.1 Unless the Government exercises its option, pursuant to the option clause referenced in the Contract Clauses section, this contract consists only of the Base Period specified in this contract.
- 1.5.2 Pursuant to either the FAR Clause 52.217-8, Option to Extend Services or the FAR Clause 52.217-9, Option to Extend the Term of the Contract, the Government may, a unilateral contract modification, require the Contractor to perform the Option Period(s) as defined below. A notice

that the Government intends to exercise any of the options will happen prior to the contract's expiration date.

- 1.5.3 Upon the delivery and acceptance of the Option Services described in the schedule of charges below, the Government shall pay the Contractor the rate(s) set forth below and will be paid from the following Contract Line Item Numbers (CLINs) accordingly;
- 1.5.4 If the Government exercises its option, the Government's total estimated contract amount, represented by the sum of the price of base plus option periods and the period of performance will be as follows:

SCHEDULE OF CHARGES FOR THE OPTION PERIODS

Item #	Contract Period	Pricing of Services	Total Amount
CLIN 2	<u>1st Option Year:</u> 04/01/24 – 03/31/25	\$_____/month x 12 months/year=	\$_____/year
TOTAL PRICE FOR OPTION PERIOD ONE:			\$_____/year

Item #	Contract Period	Pricing of Services	Total Amount
CLIN 3	<u>2nd Option Year:</u> 04/01/25 – 03/31/26	\$_____/month x 12 months/year=	\$_____/year
TOTAL PRICE FOR OPTION PERIOD TWO:			\$_____/year

Item #	Contract Period	Pricing of Services	Total Amount
CLIN 4	<u>3rd Option Year:</u> 04/01/26 – 03/31/27	\$_____/month x 12 months/year=	\$_____/year
TOTAL PRICE FOR OPTION PERIOD THREE:			\$_____/year

Item #	Contract Period	Pricing of Services	Total Amount
CLIN 5	<u>4th Option Year:</u> 04/01/27 – 03/31/28	\$_____/month x 12 months/year=	\$_____/year
TOTAL PRICE FOR OPTION PERIOD FOUR:			\$_____/year

* Dates are subject to change

** There is a fillable table attached for your use or feel free to submit in your own format.

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SECTION 2 – STATEMENT OF WORK

The contractor shall provide a Nurse Advice Toll-Free Line, including:

- Nurse Advice Line Services provides callers with medical advice and directs them to the proper level of medical care.
- Registered Nurses are available by telephone via a dedicated toll-free number that is available 24 hours a day, 365 days a year.
- Clients are navigated to either Registered Nurse for emergency symptoms or queued for Registered Nurse to call back for non-emergency symptoms
- Callers can receive advice for acute medical symptoms, as well as issues related to mental health, sexual violence, additional recovery, and chronic disease management.
- Advice Line should also follow any necessary procedures, guidelines, etc., for Accreditation purposes (to be determined by COR or Service Unit)
- Specially trained Registered Nurses guide the caller through a series of questions and advise them as to what the appropriate action is.
- Registered Nurse addresses client health concerns and assess symptoms to recommend the most appropriate level of care

1. Triage Assessment (if applicable or health info call) – should follow similar format

- a. Presenting Complaint
- b. Protocol
- c. Triage Assessment
- d. Disposition
- e. Care Advice
- f. Confirm understanding and intention to follow care advice
- Closing Disclaimer Provided

-“Patient Encounter Reports” follow every call and there will be a monthly reporting of call data to the Albuquerque Service Unit (ASU).

-The standard call process is as follows:

b. Live initial call intake by a Health Care Navigator – should follow similar format

- i. Greeting: “Hello, my name is “*****. I am a health care navigator. May I have your name please?”
 - 1. Intake information collected:
 - a. Caller First Name / Last Name (In the event that the caller is not the patient)
 - b. Caller Relationship (e.g. Parent)

- c. Patient First Name / Last Name
- d. Patient Date of Birth
- e. Return Phone Number
- f. Patient Gender
- g. "Initial Intention"
- h. Reason for Call

- ii. Patients with emergent symptoms are warm transferred to a Registered Nurse.
- iii. Patients with non-emergent symptoms are queued for Registered Nurse callback.

SECTION 3 - INSPECTION AND ACCEPTANCE

3.1 INSPECTION AND ACCEPTANCE: All work under this contract is subject to inspection and final acceptance by the Contracting Officer or the duly authorized representative of the government. The COR, as a duly authorized representative of the Contracting Officer, shall assume the responsibilities for monitoring the Contractor's performance, evaluating the quality of services provided by the Contractor and performing final inspection and acceptance of all deliverables and services called for by the contract.

3.2 FEDERAL ACQUISITION REGULATION {48 CFR CHAPTER 1} CLAUSES

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

SECTION 4.0 QUALITY ASSURANCE SURVEILLANCE PLAN (this is an example)

Performance-Based Task	Indicator	Standard	Quality Assurance	Incentives
Vendor will perform the following: 1. Provide a 24/7 Nurse Advice Toll-Free Phone Line	The number of calls that are successfully answered, forwarded, queued	Outstanding – 100% of calls ended satisfactorily Acceptable – 80 to 99% of calls ended satisfactorily Satisfactory – 65 to 80% of calls ended satisfactorily	Nurse Assistance should be provided on a continuous basis.	Outstanding - payment will not be held up.

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SECTION 5 - PERFORMANCE

5.1 PERIOD OF PERFORMANCE: The period of performance is a Base Period of 12 months with four 12-month Option Periods, unless extended by modification to this contract. The Government may exercise options to extend the period of performance in accordance with FAR Clause 52.217-9 - Option to Extend the Term of the Contract; upon written notification by the Contracting Officer within 30 days of contract expiration.

5.1.1 Services under this contract shall commence as listed below (these dates are subject to change):

Base Year: 04/01/23 – 03/31/24

1st Option Year: 04/01/24 – 03/31/25

2nd Option Year: 04/01/25 – 03/31/26

3rd Option Year: 04/01/26 – 03/31/27

4th Option Year: 04/01/27 – 03/31/28

5.1.2 Performance must be for the period of April 01, 2023 to March 31, 2024 unless the period is changed by written modification to the purchase order in accordance with FAR 52.217-9, Option to Extend the Term of the Contract.

5.1.3 Total contract award must not exceed five years. Option year renewals are based on satisfactory services provided availability of funds for the appropriate fiscal year, and existing requirements.

5.2 PLACE OF PERFORMANCE: The contractor must provide a 24/7 Nurse Advice Toll-Free Phone Line to the following Albuquerque Service Unit Indian Health Service Facility:

Albuquerque Indian Health Center
801 Vassar Drive NE
Albuquerque, NM 87106

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

New Year's Day Martin Luther King's Birthday

President's Day Memorial Day

Juneteenth Independence Day

Labor Day Columbus Day

Veteran's Day Thanksgiving Day

Christmas Day

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

SECTION 6 - CONTRACT ADMINISTRATION

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

6.2 CONTRACTING OFFICER

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

Shandiin DeWolfe, (CO)
Indian Health Service/Division of Contracts & Grants Management (DCGM)
4101 Indian School Road NE, Suite 225
Albuquerque, NM 87110
Phone: 505-256-6755
Email: Shandiin.DeWolfe@ihs.gov

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

6.3 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

- 6.3.1 TBD, (xxx) xxx-xxxx, TBD@ihs.gov, is hereby designated as COR for this service. The COR responsibilities will be to coordinate with the contractor the technical aspects of this service and the review of performance hereunder. The COR does not have the authority to
- 6.3.2 TBD, (xxx) xxx-xxxx, TBD@ihs.gov, is hereby designated as the Alternate COR for this service. The Alternate COR responsibilities will be to help coordinate with the contractor the technical aspects of this service and the review of performance hereunder. The Alternate COR does not have the authority to change or alter the order amount, terms and conditions.
- 6.3.3 The COR and Alternate's responsibilities will include ensuring contractor accountability. Monitoring the Contractor's technical progress including the surveillance and assessment of performance and recommending to the CO changes in requirements. Interpreting the PWS. Performing technical evaluations as required. Perform technical inspection and acceptance as required. Assisting the Contractor in the resolution of technical problems encountered during performance. Perform receiving and processing invoices for payment.

6.4 TECHNICAL MONITORING

- (a) Performance of work under this contract must be subject to the technical direction of the COR identified above, or designated in writing. The term "technical direction" includes, without limitation, direction to the Contractor that directs or redirects the labor effort. Shifts the work between work areas or locations, fills in details and otherwise serves to ensure that task areas outlined in the PWS accomplished satisfactorily.
- (b) Technical direction must be within the scope of the specification(s)/work statement. The COR does not have authority to issue technical direction that
- (1) Constitutes a change of assignment or additional work outside the specification(s)/ statement of work;
 - (2) Constitutes a change as defined in the clause entitled "Changes;"
 - (3) In any manner causes an increase or decrease in the contract price, or the time required for contract performance;
 - (4) Changes any of the terms, conditions, or specification(s)/work statement of the contract;
 - (5) Interferes with the Contractor's right to perform under the terms and conditions of the contract; or
 - (6) Directs, supervises or otherwise controls the actions of the Contractor's employees.
- (c) Technical direction may be oral or in writing. The COR shall confirm oral direction in writing within five workdays, with a copy to the Contracting Officer.

- (d) The Contractor shall proceed promptly with performance resulting from the technical direction issued by the COR. If, in the opinion of the Contractor, any direction of the COR, or his designee, falls within the limitations in (b), above, the Contractor shall immediately notify the CO no later than the beginning of the next Government work day.
- (e) Failure of the Contractor and the CO to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

6.5 INVOICE SUBMISSION

PROPER INVOICE:

The Contractor shall submit invoices monthly. Advance payments will not be issued by Finance unless stated herein. Invoices shall be submitted in accordance with the contract terms, i.e., payment schedule, progress payments, partial payments, deliverables, etc. All information set forth in FAR 32.905(b), Content of Invoices, must be included in all invoices for it to constitute a proper invoice. Additionally, the Contractor is required to include its UEI number.

A complete invoice with all required back-up documentation shall be uploaded electronically*:

- a. Albuquerque Finance: <https://www.ipp.gov>

*Do not send to the CS or Finance Office any other invoices related documents (i.e. deliverables, reports, and balance statements) to the Buyer or Albuquerque Finance. Failure to submit required documents directly to the website as listed above will delay prompt payment of your invoice.

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

All information set forth in FAR 32.905(b), Content of Invoices, must be included in all invoices for it to constitute a proper invoice.

FAR 32.905(b), Content of Invoices:

(b) Content of invoices.

- (1) A proper invoice must include the following items (except for interim payments on cost reimbursement contracts for services):
 - (i) Name and address of the contractor.
 - (ii) Invoice date and invoice number. (Contractors should date invoices as close as possible to the date of mailing or transmission.)
 - (iii) Contract number or other authorization for supplies delivered or services performed (including order number and line item number).
 - (iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
 - (v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
 - (vi) Name and address of contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

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- (vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
- (viii) Taxpayer Identification Number (TIN). The contractor must include its TIN on the invoice only if required by agency procedures. (See 4.9 TIN requirements.)
- (ix) Electronic funds transfer (EFT) banking information.
- (A) The contractor must include EFT banking information on the invoice only if required by agency procedures.
- (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the contractor must have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.
- (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
 - (x) Any other information or documentation required by the contract (e.g., evidence of shipment).
- (2) An interim payment request under a cost-reimbursement contract for services constitutes a proper invoice for purposes of this subsection if it includes all of the information required by the contract.
- (3) If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt (3 days on contracts for meat, meat food products, or fish; 5 days on contracts for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. If such notice is not timely, then the designated billing office must adjust the due date for the purpose of determining an interest penalty, if any.
- (4) Per the Accounts Payable office, failure to submit invoices to the IPP Website can result in delayed payment of your invoice.

In accordance with the requirements of the Debt Collection Improvement Act of 1996, all payments under this contract will be made by electronic funds transfer (EFT). The Contractor shall provide financial institution information to the Finance Office designated above in accordance with FAR 52.232-33 Payment by Electronic Funds Transfer.

SECTION 7 - SPECIAL CONTRACT REQUIREMENTS

7.1 CONTRACTOR PERFORMANCE EVALUATION REPORT

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

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

- Health Information Technology for Economic and Clinical Health Act
- Federal Information Security Management Act (FISMA), part of the E-Government Act of 2002 (Public Law 107-347, Title III).
- OMB Circular A-130 and Appendix III, Security of Federal Automated Information Resources
- OMB Circular A-11, Preparing, Submitting, and Executing the Budget
- Presidential Decision Directive 63 (POD 63)
- NIST Special Publications - 800 Series

SECTION 8 - FEDERAL ACQUISITION REGULATIONS (FAR) 48 CFR CHAPTER CLAUSES

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

This Contract incorporates FAR provisions/clauses referenced, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The full text of a clause accessed electronically at this website address: FAR - <https://www.acquisition.gov/far/index.html>.

FAR Clause	Title	Date
52.203-3	Gratuities	Apr 1984
52.203-5	Covenant against Contingent Fees	May 2014
52.203-6	Restrictions on Subcontractor Sales to the Government	Sep 2006
52.203-7	Anti-Kickback Procedures	May 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	May 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	May 2014
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	May 2011
52.204-9	Personal identity Verification of Contractor Personnel	Jan 2011
52.217-8	Option to Extend Service	Nov 1999
52.217-9	Option to Extend Term of the Contract	Mar 2000
52.222-17	Non-displacement of Qualified Workers	May 2014
52.223-6	Drug-Free Workplace	May 2001
52.224-1	Privacy Act Notification	Apr 1984
52.224-2	Privacy Act	Apr 1984
52.229-3	Federal, State, and Local Taxes	Feb 2013
52.232-11	Extras	Apr 1984
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Dec 2013
52.233-4	Applicable Law for Breach of Contract Claim	Oct 2004
52.237-3	Continuity of Services	Jan 1991
52.239-1	Privacy or Security Safeguards	Aug 1996
52.242-13	Bankruptcy	Jul 1995
52.242-15	Stop-Work Order	Aug 1989
52.245-1	Government Property	Jan 2017
52.249-8	Default (Fixed-Price Supply and Service)	Apr 1984

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52.253-1	Computer Generated Forms	Jan 1991
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Following Clauses in Full Text:

8.2 52.212-4 - CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (DEC 2022)

- (a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. If repair/replacement or re-performance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—
 - (1) Within a reasonable time after the defect was discovered or should have been discovered; and
 - (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Government-wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.
- (c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.
- (f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- (g) Invoice.
 - (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—
 - (i) Name and address of the Contractor;
 - (ii) Invoice date and number;
 - (iii) Contract number, line item number and, if applicable, the order number;
 - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.
 - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.
- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment.—
 - (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
 - (2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.
 - (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
 - (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
 - (5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—
 - (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (B) Affected contract number and delivery order number, if applicable;
 - (C) Affected line item or subline item, if applicable; and
 - (D) Contractor point of contact.
 - (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (6) Interest.

- (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109 , which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
- (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
- (iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—
 - (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
 - (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).
- (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
- (v) Amounts shall be due at the earliest of the following dates:
 - (A) The date fixed under this contract.
 - (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (A) The date on which the designated office receives payment from the Contractor;
 - (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- (vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.
- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
 - (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
 - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles

for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

- (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.
- (s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
 - (1) The schedule of supplies/services.
 - (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
 - (3) The clause at 52.212-5.
 - (4) Addenda to this solicitation or contract, including any license agreements for computer software.
 - (5) Solicitation provisions if this is a solicitation.
 - (6) Other paragraphs of this clause.
 - (7) The Standard Form 1449.
 - (8) Other documents, exhibits, and attachments.
 - (9) The specification.
- (t) [Reserved]
- (u) Unauthorized Obligations
 - (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the

Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

- (i) Any such clause is unenforceable against the Government.
 - (ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.
 - (iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.
- (2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.
- (v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

8.3 52.212-5 - Contract Terms and Conditions Required to Implement Statutes or Executive Orders- Commercial Items (OCT 2022)

- (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 items:
- (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 (Jul 2018) (Section 1634 of Pub. L. 115-91).
 - (3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (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 items:
- ☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
 - ☒ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).

- ___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 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 (Oct 2018) (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. (Oct 2015) (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) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C.657a).
___ (ii) Alternate I (Nov 2011) of 52.219-3.
- ___ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
___ (ii) Alternate I (Jan 2011) of 52.219-4.
- ___ (13) [Reserved]
- X (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C.644).
___ (ii) Alternate I (Nov 2011).
___ (iii) Alternate II (Nov 2011).
- ___ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
___ (ii) Alternate I (Oct 1995) of 52.219-7.
___ (iii) Alternate II (Mar 2004) 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 (Aug 2018) (15 U.S.C. 637(d)(4))
___ (ii) Alternate I (Jan 2017) of 52.219-9.
___ (iii) Alternate II (Nov 2016) of 52.219-9.
___ (iv) Alternate III (Nov 2016) of 52.219-9.
___ (v) Alternate IV (Aug 2018) of 52.219-9
- ___ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- ___ (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C.637(a)(14)).
- ___ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

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- ☐ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (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 (Dec 2015) (15 U.S.C. 637(m)).
- ☐ (25) 52.222-3, Convict Labor (June 2003) (E.O.11755).
- ☐ (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2018) (E.O.13126).
- ☐ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- ☐ (28) (i) 52.222-26, Equal Opportunity (Sept 2016) (E.O.11246).
- ☐ (ii) Alternate I (Feb 1999) of 52.222-26.
- ☐ (29) (i) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- ☐ (ii) Alternate I (July 2014) of 52.222-35.
- ☐ (30) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C.793).
- ☐ (ii) Alternate I (July 2014) of 52.222-36.
- ☐ (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- ☒ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ☐ (33) (i) 52.222-50, Combating Trafficking in Persons (Jan 2019) (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).
- ☒ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☐ (35) (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.)
- ☐ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- ☐ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun2016) (E.O. 13693).
- ☐ (38) (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.
- ☐ (39) (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.
- ☐ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

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- ☐ (41) (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.
- ☐ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- ☐ (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- ☐ (44) 52.223-21, Foams (Jun 2016) (E.O. 13693).
- ☒ (45) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).
- ☐ (ii) Alternate I (Jan 2017) of 52.224-3.
- ☐ (46) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).
- ☐ (47) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) (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 (May 2014) of 52.225-3.
- ☐ (iii) Alternate II (May 2014) of 52.225-3.
- ☐ (iv) Alternate III (May 2014) of 52.225-3.
- ☐ (48) 52.225-5, Trade Agreements (Aug 2018) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☐ (49) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (50) 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).
- ☐ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☐ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C.4505, 10 U.S.C.2307(f)).
- ☐ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C.4505, 10 U.S.C.2307(f)).
- ☒ (55) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) (31 U.S.C. 3332).
- ☐ (56) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C.3332).
- ☐ (57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C.3332).
- ☐ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ☒ (59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).
- ☐ (60) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

- (ii) Alternate I (Apr 2003) of 52.247-64.
 - (iii) Alternate II (Feb 2006) 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 items:
 - (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).
 - (2) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
 - (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
 - (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
 - (5) 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).
 - (6) 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).
 - (7) 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).
 - (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
 - (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
 - (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (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, 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 items. 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 (Oct 2015) (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 (Jul 2018) (Section 1634 of Pub. L. 115-91).
 - (iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (vi) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (I) of FAR clause 52.222-17.
 - (vii) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
 - (viii) 52.222-26, Equal Opportunity (Sept 2015) (E.O.11246).
 - (ix) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C.4212).
 - (x) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C.793).
 - (xi) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C.4212)
 - (xii) 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.
 - (xiii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
 - (xiv) (A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (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).
 - (xv) 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).
 - (xvi) 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).
 - (xvii) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).
 - (xviii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
 - (xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
 - (xx) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
(B) Alternate I (Jan 2017) of 52.224-3.
 - (xxi) 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).

- (xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx.1241(b) 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 items a minimal number of additional clauses necessary to satisfy its contractual obligations.

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

(a) Definition. As used in this clause -

United States or its outlying areas means

- (1) The fifty States;
- (2) The District of Columbia;
- (3) The commonwealths of Puerto Rico and the Northern Mariana Islands;
- (4) The territories of American Samoa, Guam, and the United States Virgin Islands; and
- (5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

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

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

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

SECTION 9 - DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CFR CHAPTER 3) CLAUSES

9.1 This Contract incorporates some HHSAR provisions/clauses by reference, with the same force and affect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses: HHSAR - <http://www.hhs.gov/policies/hhsar/subpart352.html>

9.2 The applicable provisions/clauses are as follows:

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

9.3 HHSAR 352.203-70 ANTI LOBBYING (DEC 2015)

Pursuant to the HHS annual appropriations acts, except for normal and recognized executive-legislative relationships, the Contractor shall not use any HHS contract funds for:

- (a) Publicity or propaganda purposes;
- (b) The preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself; or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself; or
- (c) Payment of salary or expenses of the Contractor, or any agent acting for the Contractor, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any state government, state legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government.
- (d) The prohibitions in subsections (a), (b), and (c) above shall include any activity to advocate or promote any proposed, pending, or future federal, state, or local tax increase, or any proposed, pending, or future requirement for, or restriction on, any legal consumer product, including its sale or marketing, including, but not limited to, the advocacy or promotion of gun control.

9.4 HHSAR 352.224-70 PRIVACY ACT (DEC 2015)

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

9.5 HHSAR 352.224-71 CONFIDENTIAL INFORMATION (DEC 2015)

- a) Confidential Information, as used in this clause, means information or data of a personal nature about an individual, or proprietary information or data submitted by or pertaining to an institution or organization.
- (b) Specific information or categories of information that the Government will furnish to the Contractor, or that the Contractor is expected to generate, which are confidential may be identified elsewhere in this contract. The Contracting Officer may modify this contract to identify Confidential Information from time to time during performance.
- (c) Confidential Information or records shall not be disclosed by the Contractor until:

- (1) Written advance notice of at least 45 days shall be provided to the Contracting Officer of the Contractor's intent to release findings of studies or research, to which an agency response may be appropriate to protect the public interest or that of the agency.
- (2) For information provided by or on behalf of the government,
 - (i) The publication or dissemination of the following types of information are restricted under this contract: [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

9.6 HHSAR 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 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. Unless otherwise agreed to by the contracting officer per HHSAR 352.232-71(c), the use of IPP shall take precedence over previously established invoicing 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. Unless otherwise agreed to by the contracting officer per HHSAR 352.232-71(c), the use of IPP shall take precedence over previously established invoicing procedures.