

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE	OF	PAGES
2. AMENDMENT/MODIFICATION NUMBER 0001		3. EFFECTIVE DATE 12/21/2022	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER (If applicable)		
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE				
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code)			(X)	9A. AMENDMENT OF SOLICITATION NUMBER 75H70623R00002		
			(X)	9B. DATED (SEE ITEM 11) 12/09/2022		
				10A. MODIFICATION OF CONTRACT/ORDER NUMBER		
				10B. DATED (SEE ITEM 13)		
CODE		FACILITY CODE				

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Amendment one (1) as follows:

1. See attached revised Performance Work Statement (PWS).
2. See attached revised Provisions and Clauses.

There are no other changes made by reason of this amendment.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Craig Wells, CCO	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

Previous edition unusable

Performance Work Statement (PWS)
Certified Nurse Midwife Services

Background

The mission of the Pine Ridge Indian Health Service (PRIHS) is to raise the physical, mental, social and spiritual health of American Indians and Alaska Natives to the highest level. To meet this mission, Certified Nurse Midwifery (CNM) services are extensively utilized through the reservation for nearly all aspects of CNM Obstetric & Gynecologic health care, including Labor & Delivery services. Pine Ridge Reservation is located in the southwestern corner of South Dakota, approximately 100 miles from Rapid City. Surrounded by rolling prairie, Badlands and Black Hills, the Pine Ridge Reservation is home to the Oglala Lakota Nation.

Pine Ridge Reservation possesses low life expectancy in the United States and high infant mortality rates. Adding, consistently been the poorest county (Oglala Lakota County) in the US according to the US Government. Unemployment is very high in this population. Note, closest higher level of care is 35 minutes away by life flight and 1 hour and 30 minutes by ground ambulance. Transfer weather conditions at times can be challenging thus precluding air or even ground transfer.

The Indian Health Service (IHS), an agency within the Department of Health and Human Services, is responsible for providing federal health services to American Indians and Alaska Natives. PRIHS is linked to the Great Plains Area Office (IHS) in Aberdeen, South Dakota.

The Pine Ridge Hospital provides an expanded level of health care services including, but not limited to: Emergency Room Department, Pharmacy, Physical Therapy, Public Health Nursing, Radiology, Inpatient Care, Laboratory, Dental, Optometry, Purchased Referred Care, Mental Health, Outpatient Clinic, Pediatric Clinic, Dietitians, Cardiology, Ear Nose & Throat, OB/GYN, Podiatry and Orthopedics.

General Requirements**Purpose**

To provide direct patient care, supporting the current Nurse Midwifery staff, especially in times of temporary staffing shortages. It is of utmost importance the Contractor renders seamless coverage and provides continuity care. PRIHS is seeking one (1) to five (5) qualified CNMs as full-time equivalents (FTEs). The contract company shall furnish licensed, experienced personnel, with the relevant background in accordance with the terms and conditions specified in the resulting contract.

At a maximum, the Government may order five (5) CNMs under each task order during a specific period of time. At a minimum, the Government may order one (1) CNM under each task order during a specific time period.

Contract Type

Firm fixed unit price (hourly rate), non-personal health care service, Indefinite Delivery, Indefinite Quantity contract. The contract will be administered by issuing task orders (TOs) for the performance of work. Only an authorized Government Contracting Officer (CO) can issue a TO under this contract. TOs

shall be issued in accordance with Federal Acquisition Regulation provisions. TO periods may vary and will be no longer than a 12-month period.

Scheduled contract Providers who show up for work, will be paid based on labor hours worked documented on their approved timesheet and Health Information Management Clearance form.

Performance Period

The contract performance period will be base year plus four option years. Every 12 months, dependent upon the need of PRIHS, is the option to extend the term of the contract. If PRIHS needs the service, an authorized government CO shall request to exercise a new option year. A preliminary written notice shall be delivered to contractor, at least 60 days before the current option year expires.

Place of Performance

PRIHS is comprised of one hospital, three outlying clinics and a mobile unit. The Contractor's primary duty station will be at Pine Ridge Hospital (PRH). At times, the Contractor may be asked to provide services at any of the outlying clinics or mobile unit.

1. Pine Ridge Hospital (located in Pine Ridge, SD)
2. LaCreek Clinic (outlying clinic, located in Martin, SD)
3. Kyle Health Center (outlying clinic, located in Kyle, SD)
4. Wanblee Health Center (outlying clinic, located in Wanblee, SD)
5. Mobile Unit (parked at PRH, deployed throughout Pine Ridge Reservation)

In cases where the Contractor must travel to an outlying clinic, authorization will be granted to operate a government owned vehicle while in performance of the duties outlines in this work statement. Pre-requisite criteria must be met for authorization.

1. Possess a valid driver's license

A. provide a copy to the Contract Officer Representative (COR) and PRIHS OB/GYN Supervisor

2. Complete the Drivers Overview and Fleetcard Use training in the Health & Human Services Learning Management System (LMS)

A. provide a copy of the certificate of completion to the COR and PRIHS OB/GYN Supervisor

B. training must be recertified on the 2-year anniversary of the initial certification.

Travel time to the Pine Ridge Hospital, mobile unit, or any of the outlying clinics is not billable to Pine Ridge Indian Health Service.

Performance Requirements

Pre-requisites to determine contract CNM eligibility for contract performance:

1. Please submit contract CNM Curriculum Vitae/Resume to PRIHS OB/GYN Supervisor
2. Pre-Application Questionnaire to the PRIHS OB/GYN Supervisor

If approved/accepted by the PRIHS OB/GYN Supervisor. The background investigation & credentialing & privileging processes are to immediately follow.

Scope

The Contractor shall furnish uninterrupted CNM primary care services. These services will be compatible with the facilities' operating capacity and equipment. The contract CNM shall perform services within the PRIHS bylaws, policies and procedures. The Contractor shall provide Midwifery services to beneficiaries served by PRIHS. The Contractor shall report to the PRIHS OB/GYN Supervisor and/or Clinical Director. It is important to note; the respective contract company supervises the CNM contract personnel. Contract services shall cover the range of Midwifery services typically provided in rural civilian practice, including the following:

- a. Management of intrapartum period for normal and high-risk mothers; provide health care for newborns; provides women's health care and adult/adolescent sexual assault forensic exams (SAFE) related to sexual assault, educate, counsel, and advise patients on all aspects of the reproductive cycle and related psychosocial issues;
- b. Provides on call & consultative Midwifery services. On call services include Labor and Delivery, care of the postpartum patient, emergent women's health issues, **and sexual assault examinations.**
- c. Routine duties shall include providing maternal health care services.
- d. Knowledge of nurse-midwifery and medical management practices in caring for well-women, mothers and newborns and patients affected by sexual assault throughout the lifespan.
- e. Knowledge of frequently used drugs including normal dosage, administration, action, adverse effects and ability to perform and interpret specified laboratory tests.
- f. Ability to teach, counsel and facilitate participation throughout the lifespan.
- g. Ability to utilize, implement and supervise electronic data collection equipment; to interpret and apply the informational output in managing care.
- h. Contract staff shall comply with all PRIHS infection control and safety procedures, practices and standards. This includes COVID-19 policies/procedures, appropriate use of Personal Protective Equipment (PPE), and hand hygiene policies, to which include, requirements to wear masks at all times during work hours.
- i. Contract staff shall respect and maintain basic rights of patients to include, but not be limited to, personal dignity.

The Federal Tort Claims Act does not cover the Contractor nor contract Providers. The Contractor shall be responsible for providing current liability insurance.

The work may require prolonged periods of standing; walking over rough, uneven or rocky surfaces, recurring bending, crouching, stooping, stretching, reaching; recurring lifting of moderately heavy items such as patients or equipment (occasionally over 50 pounds). The work may require specific, but common, physical characteristics of ability such as above average agility and dexterity. Round-the-clock coverage for patient care needs may cause physical and emotional stressors unique to the role.

Pine Ridge Indian Health Service (PRIHS) reserves the right to refuse acceptance of any contract CNM at any time after performance begins, if personal or professional conduct jeopardizes patient care, counters the I.H.S Standards of Conduct, or interferes with the regular and ordinary operation of the facility. Breaches of conduct include intoxication or debilitation resulting from drug use, theft, patient abuse, dereliction or negligence in performing directed tasks, or other conduct resulting in formal

complaints by the patient or other staff members to designated Government representatives. Standards of conduct shall mirror those prescribed by current federal personnel regulations at 5 CFR part 2635. Should the PRIHS Supervisory OB/GYN or designee show documented clinical problems or continual unprofessional behavior/actions with any contract CNM, s/he may request, without cause, immediate replacement of said contract CNM. Each complaint will be addressed on an ad-hoc basis, based on the outcome, may be grounds for immediate removal of the contract CNM.

Quality assurance procedures established by PRIHS shall be used for continuous monitoring. The performance by the contract CNM, the quality of services rendered, and any documentation or written material in support of same, shall be subject to continuous inspection, surveillance and review for acceptance by the Contracting Officer Representative (COR) or designated representative.

New Employee Orientation (NEO) & Trainings

After receiving a favorable adjudicated security clearance, New Employee Orientation (NEO) is to begin. NEO is required for all new staff, occurs every other week & is held at the PRIHS Nursing Library. NEO must be completed before performing any services of this contract. NEO labor hours are billable to PRIHS.

In addition, the contract CNM shall complete all PRIHS required trainings as requested. Certificates of completion shall be submitted to the PRIHS OB/GYN Supervisor.

Pine Ridge Indian Health Service New Employee Orientation Contacts:

1) Heather Brehmer, Staff Development

Office: 605 867 3334

Email: Heather.Brehmer@ihs.gov

2) Jacklyn Miller, Nurse Educator

Office: 605 867 3261

Email: Jacklyn.Miller@ihs.gov

Credentialing & Privileging (C&P)

The standards of Midwifery practice and duties of the Contractor shall be pursuant to current Medical Staff Bylaws, Nurse Midwifery guidelines and protocols/policies of the Pine Ridge Indian Health Service (PRIHS). In addition, contract CNMs shall perform services per their CNM licensure and within Nurse Midwifery scope of practice in compliance with The Joint Commission (TJC) standards and CMS regulations. The Contractor shall be required to participate in a quality improvement program, which is consistent with TJC requirements for ongoing monitoring and evaluation of the quality and appropriateness of care.

Midwifery services shall not be performed by a contract CNM until PRIHS Governing Body has granted professional staff membership and clinical privileges in writing. As a prerequisite to performance under the resultant contract, the contract CNM performing the services must be privileged in accordance with PRIHS/Great Plains Area credentialing policy. Therefore, compliance with the PRIHS privileging requirements is essential in the performance of the contract. Any failure to comply with Indian Health Service requirements shall be considered to be non-performance of the contract. The Governing Body will not grant clinical privileges until it is determined that credentials information has been verified and until the contract CNM has completed and passed the background clearance process. The Credentialing and Privileging process on average may take up to 30-45 business days.

The Contractor shall have basic core privileges granted upon verification of all credentialing processes. The PRIHS Supervisory OB/GYN and/or Clinical Director shall deny privileges if the Contractor is unable to prove sufficient training, requested procedure logs, and state law citing specific allowance to perform requested privileges.

Required credential and appointment documents needed to allow initial provisional, subsequent active privileges and appointment shall include yet not limited to the following items.

1. Photo of individual that is recognizable.
2. Unrestricted active CNM State license photocopied.
3. Proof of Board certification by American College of Nurse Midwives (ACNM) as a Certified Nurse Midwife.
4. Complete Curriculum Vitae (CV) with complete and current medical provider work history, listing months and years. All gaps of medical employment eight-(8) weeks or greater must include an explanation by the applicant to the reason of this prolonged period of unemployment.
5. Current and active Basic Life Support (BLS), Advance Life Support (ACLS) and NRP, which will remain active throughout the provider's tour, while seeing patients in Pine Ridge IHS Hospital/Clinics/ED.
6. Three-(3) letters of professional reference less than six-(6) months old from at least (1) supervisor and (2) from peers.
7. Active Drug Enforcement Administration (DEA) license including prescription privileges of Schedule 2 & 2N.
8. Current Liability Insurance of not less than \$300,000/\$1,000,000.
9. Record of recent (< 3 years) continuing education units (CEUs) or continuing medical education (CMEs) consisting of at least 20 credits of ongoing education in the area of OB/GYN care yearly.
10. Contractors not furnishing adequate number of CMEs before the expiration of their medical staff appointment will not have their credential file submitted for their next two-(2) year permanent medical staff appointment and clinical privileges.

PRIHS Credentialing & Privileging Point of Contact:

Tammy Bailey

Office: 605 867 3043

Fax: 605 867 3271

Email: Tammy.Bailey@ihs.gov

Certified Nurse Midwife Qualifications

The contract Nurse Midwife shall illustrate competence in the basic Nurse Midwifery skills as defined by the American College of Nurse Midwives' (ACNM) Core Competencies and certified to practice as a Nurse Midwife by successful completion of an ACNM accredited school and passing of the ACNM Board Certification Test. Applicant must be licensed to practice as a Nurse Midwife in one of the 50 states. The Contractor shall have the onus of supplying documentation supporting any requested privilege that is deemed outside the normal basic scope of a CNM.

Patient Safety Compliance and Reporting

The contract CNM shall follow all established patient safety standards of care. The contract CNM shall make every effort to prevent medication errors, falls, and patient injury caused by acts of commission or omission in the delivery of care. All events related to patient injury, medication errors, and other breeches of patient safety shall be reported to PRIHS Risk Manager via iStar reporting system, per IHS Safety Policy. As soon as practicable (but within 24 hours), the contract CNM shall notify PRIHS Supervisory OB/GYN or designee & COR of incident.

Health Information Management (HIM)/Electronic Health Record (EHR)

The contract CNM shall use PRIHS Electronic Health Record (EHR) system to maintain accurate and up-to-date information on clinical care provided to patients. Experience with EHR is highly recommended. This includes completing all coding and purpose of visit diagnoses. All patient health record documentation initiated by the contract CNM shall be completed to the satisfaction of PRIHS. The PRIHS approving authority of the contract CNM's timesheets will not sign off on/approve timesheets unless the contractor CNM has successfully completed all required patient medical encounter documentation (medical records). To ensure medical records are complete with no deficiencies, the contract CNM shall submit a complete Health Information Management Clearance Form (HIMCF) with each timesheet. If the contract CNM has a deficiency, please work with a Health Information Management official to remedy. The contract CNM completes the medical, obstetrical, family, socio-economic and dietary history. Medical documentation shall be completed in a timely manner, in accordance to PRIHS policies and medical staff bylaws. All medical record documentation shall meet or exceed established standards for PRIHS to include, but not limited to: timeliness, legibility, accuracy, content and signature. All medical record information generated in the performance of this contract will remain the property of and subject to the exclusive control of PRIHS.

Medical quality assurance records created by or for any Indian Health program or a health program of an urban Indian organization as part of a medical quality assurance program are confidential and privileged. Such records may not be disclosed to any person or entity, except as provided in subsection (d) 25 USC 1675 attached.

Health Information Management Clearance Forms are obtained from the Health Information Management Department. These forms must be completed and signed by a Health Information Management official.

Health Information Management Point of Contact:

1. Flora "Ellie" Bettelyoun, Coding Supervisor
Office: (605) 867-3208

2. Troylynn Weston
Office: (605) 867-3254

Email: Flora.Bettelyoun@ihs.gov

Email: Troylynn.Weston@ihs.gov

Purchased Referred Care (PRC)

Treatment of patients shall be performed at PRIHS facilities except in certain instances where patients are referred to private facilities for performance of special diagnostic procedures or definitive care, not offered at PRIHS. This warrants a referral in EHR on behalf of the patient. The contract CNM shall consult with the PRIHS Supervisory OB/GYN prior to making a referral. The contract CNM shall follow PRIHS procedures when referring patients out through the Purchased Referred Care (PRC) system. Once the referral is made, it is picked up by PRIHS Purchased Referred Care Department. PRC meets daily to review and approve, deny, or defer patient referrals. Sufficient justification is very important when making a referral on behalf of the patient.

Pharmaceuticals

The contract CNM authorized to prescribe Pharmaceuticals shall do so according to the availability of drugs listed in the PRIHS formulary. PRIHS Pharmacy services will provide instructions to the prescribing Contractor as to substitute of generic drugs for prescribed drugs. PRIHS Pharmacy & Therapeutics Committee's policies shall determine any approval of medications not on the formulary. Any non-formulary drug request must be first initiated by the completion of a non-formulary drug request form. This completed non-formulary drug request will be reviewed at the next Pharmacy & Therapeutics meeting.

Tour of Duties

The contract CNM hours may vary due to changing needs of PRIHS including, but not limited to, contract budget, varying complexity of medical needs and/or patient volume. The Supervisory OB/GYN and/or Clinical Director of PRIHS will address these changes to the contract company. The contract company must make all contractor staff aware of the OB/GYN Department and Women's Health Department hours, including on-call shifts.

The contract staff shall be available for a work schedule that will be established by the PRIHS Supervisory OB/GYN and/or Clinical Director. Work shifts will vary between clinic schedules and on-call rotation. Clinic rotation is an eight (8) or ten (10) hour day and will be worked between the hours of 8:00 am and 4:30 pm or 8:00 am and 6:30 pm. These hours are classified as Regular Hours.

A thirty (30) minute lunch break is required, is not billable and is not to adversely affect patient care. If work is performed over the 12:00 pm (Noon) lunch period, a 30-minute lunch may be taken at a more convenient time.

On-call rotation hours vary between 4:30 pm to 8:00 am; 6:30 pm to 8:00 am; 8:00 am to 8:00 pm; 8:00 pm to 8:00 am. The contract CNM shall participate in the weeknight, weekend and holiday Midwifery call schedule. These hours are classified as On-call Hours.

The contract CNM will respond in a timely manner appropriate to the condition of the patient, per request of the consulting Provider, and in compliance with PRIHS policy & Medical Staff bylaws. Phone consults must be responded to within 5 minutes and onsite call back within 20 minutes response time.

Contract CNM must be at the patient's bedside within the 20-minute response requirement in the case of an emergency.

Prior to assumption of duty on any scheduled work shift, the contract CNM will be briefed by the PRIHS Supervisory OB/GYN or his/her designated representative regarding patient(s) situation, background, assessment and recommendation (SBAR). If the contract CNM encounters any problems or issues that interfere with provision of care to patients, the PRIHS Supervisory OB/GYN shall be advised. The briefing shall also include conditions of any inpatients for whom the contract CNM is caring for, to the following duty Nurse Midwife or Physician. The contract CNM shall report continuing problems of any nature or concerns to the PRIHS Supervisory OB/GYN.

In the event a contract CNM is not scheduled for work by Pine Ridge I.H.S. and has a day off work, day off hours are not billable to Pine Ridge Indian Health Service (I.H.S.). The contract CNM shall adhere to their PRIHS assigned hours of responsibility and will be paid based upon hours worked of their PRIHS assigned work schedule.

The contract CNM on occasion may need to work for short periods of time beyond their Regular assigned shift when such extra time is necessary to finish a patient visit. Also, when scheduled to be on-call after Regular hours, the contract CNM may be called back into work for an onsite face-to-face patient visit. The additional work time is billable. Overtime rate applies when a contract CNM exceeds 40 hours in the week. Documentation is required on the timesheet for all overtime, including call back time, meaning returning on site for direct patient care while on call.

Employee Health Requirements

The Contractor shall adhere to PRIHS Employee Health Program policy. The purpose is to provide uniform guidelines for ensuring all staff are free from communicable disease or any other diseases, which may be debilitating or render the Contractor not able to perform his/her, assigned duties. The contract CNM shall also adhere to receiving annual vaccinations required. The immunization records are required to be turned into Employee Health Department within 7 days of employment. *(see attached policy for full details)*

PRIHS Employee Health Nurse Point of Contact:

JoDee Bettelyoun

Office: 605 867 3286

Email: Jodee.Bettelyoun@ihs.gov

Third Party Enrollment

All Medicare B and other insurance provider enrollment documentation shall be submitted to the Contract CNM by PRIHS Business Office (BO) during New Employee Orientation. Enrollment documentation shall be to the satisfaction of PRIHS BO for insurance enrollment confirmation. No initial timesheets or invoices will be approved & processed until the contract CNM has completed all insurance form documentation. This enrollment process generally takes 2 – 3 business days to approve.

Special Requirements

Security Clearance - Background Investigation

Contractor staff will be required to follow PRIHS procedures for obtaining a full Federal background investigation and preliminary clearance. The preliminary clearance process ranges from 5-30 business days. In order to obtain a Personal Identity Verification (PIV) card, Contractor staff shall complete and pass a Federal background investigation conducted by the Office of Personnel Management. PRIHS will process the investigations through the Office of Personnel Management on all Contractor staff.

Processing of PIV cards shall be completed by Great Plains Area HSPD-12/Suitability Office in conjunction with PRIHS PIV card stations. The contract CNM will be required to be physically present at one of the HSPD-12 enrollment and issuance workstations to obtain a PIV Card. Two forms of identification are needed for PIV related matters.

Each contract CNM shall complete the necessary requirements below and receive pre-employment clearance from GPA/PRIHS prior to performing services under this contract.

1) Fingerprints must be captured for digital processing. Contractor may have fingerprints captured via hard copy, then sent to PRIHS by postal service (at contractor's expense), tracking is highly recommended. Note, FD-258 fingerprint card is the only acceptable hard copy. Or, Contractor may have their fingerprints captured electronically, upon arrival at PRH. Two forms of identification are also required if the contractor is being fingerprinted upon arrival at PRIHS. Please consult with PRIHS HSPD-12 representatives located in the Administration & Procurement Departments at PRH;

- 1) The OF-306, Declaration for Federal Employment shall be completed;
- 2) The Addendum to the OF-306, shall be completed;
- 3) Provisional Waiver form shall be completed;
- 4) Copy of Curriculum Vitae/Resume;
- 5) 86 C form shall be completed;
- 6) General Release form shall be completed;
- 7) eQIP (if applicable initially otherwise, required after 120 days of PRIHS employment);
- 8) The contractor shall be enrolled for PIV if eQIP is completed;
- 9) State Packets, individualized documents shall be completed, please consult with PRIHS HSPD-12 representative for guidance.

The Contractor shall ensure that the employee it proposes for work under this contract have a reasonable chance for approval. If at any point during the investigation process a contract CNM is deemed ineligible or found to have other than favorable suitability, the individual must be removed from providing services under this contract. PRIHS shall investigate personnel at no cost to the contractor.

PRIHS pre-security clearance is a pre-requisite. It is imperative to note; all Contract personnel must receive a favorable adjudicated pre-security clearance in order to perform any services/requirements of this contract. Contract personnel are not permitted to wait in any PRIHS facility while awaiting adjudication.

If pre-security clearance is deemed unfavorable, the contract company shall submit a replacement provider immediately or risk breaching the terms and conditions of this contract. A delay in securing a replacement Contractor greater than 30 calendar days shall warrant a Cure Notice

Please address (FD-258) hard copy fingerprint card(s) to:

Pine Ridge I.H.S. Hospital
Attn: Lois Cross
607 Indian Health Road
P.O. Box 1201
Pine Ridge SD, 57770

PRIHS HSPD-12/Background Investigation Point of Contact:

Primary

1. Lois Cross
Procurement Department at PRH
Office: (605) 867-3020
Email: Lois.Cross@ihs.gov

Secondary

2. Annie Means
Administration Department at PRH
Office: (605) 867-3403
Email: Annie.Means@ihs.gov

PRIHS Information Technology

In order for a contract CNM to gain Indian Health Service electronic access, the person must obtain a favorable adjudicated security clearance. Indian Health Service (I.H.S) electronic access will automatically disable after fourteen (14) calendar days of inactivity and their electronic account will delete after ninety (90) calendar days of inactivity. When a contract CNM returns after being away & their electronic access is disabled/deleted, most times this leads to a service delay. It is very important to ensure the contract CNM has computer access **upon arrival**. The Contractor shall contact and work with the PRIHS Information Technology Department in advance to ensure the contract CNM has active access prior to arrival.

Pine Ridge I.H.S. utilizes Microsoft Outlook email for communication. An email account will be established while attending PRIHS New Employee Orientation. Contract CNMs are encouraged to check their email account as a way of staying informed and communicating to I.H.S. colleagues.

Information Technology Department Contact Information:

Email: ABR_PRHITAdminsDL@ihs.gov
Office: 605 867 3244

Work Identification Badge

When the contract CNM receives a favorable adjudicated security clearance & is cleared to start providing service, upon arrival, he/she shall obtain a PRIHS work identification badge from PRIHS Information Technology. The contractor is required to wear the work identification badge at all times when in working status. When contract CNM services terminate at PRIHS, the work identification badge must be returned to PRIHS Information Technology Department.

Contractor Furnished Property

PRIHS requires the Contractor to carry a working form of communication (i.e. cellular phone or pager) at their expense.

Additional Requirements**Contract Line Item Numbers (CLINs)****# 1 Regular Hours**

On site coverage, Monday through Friday, 8 or 10 hours shift(s).

2 On Call Hours

Hours after the Regular Hours in a 24-hour period. Maximum allowable On Call Hours during a weekday is 14 hours. Maximum allowable On Call Hours during the weekend and Holiday is 12 hours per day.

3 Overtime

Overtime applies when a contract CNM works greater than 40 Regular Hours in a week, excluding On-Call Hours.

Documentation is required on the timesheet for all overtime, including call back time, meaning returning on site for direct patient care while on call.

Timesheet

Timesheets shall capture daily time in, time out and 30-minute (unpaid/required) lunch break. Please tally time on timesheet in 15-minute increments. Contractor time from 1 to 7 minutes shall be rounded down, and thus not counted as hours worked, but Contractor time from 8 to 14 minutes must be rounded up and counted as a quarter hour of time worked. A Health Information Management Clearance Form (HIMCF) shall be submitted by the Contractor with each timesheet. All timesheets & HIMCFs shall be signed by the PRIHS Supervisory OB/GYN or designee for approval. No invoices will be processed unless the timesheet & HIMCF is approved by PRIHS. The contract CNM shall be responsible for sending a copy of the approved records to their contract company. Contract CNMs shall report time worked accurately.

The contract CNM shall adhere to their PRIHS work schedule and will be paid for hours of work within their assigned PRIHS work schedule. Hours worked include overtime hours. Work schedule hours shall be documented on their timesheet. Contractor invoices are based off approved timesheets and approved HIMCFs. It is important to note; no timesheet or invoice will be processed if the contract CNM has an unapproved HIMCF due to a medical record deficiency.

Invoicing

The Contractor shall submit an invoice on a minimum monthly basis, via the Invoice Processing Platform (IPP). Contractor shall include the approved timesheet(s) and approved HIMCF(s) with each invoice. The Contractor will be paid for contract CNM hours worked, at the fixed hourly rate, by labor category. The Contractor shall group all contract CNMs to one invoice per billing cycle. Pine Ridge I.H.S. will not accept one invoice for each individual.

Pine Ridge I.H.S. will verify every invoice before paying. Verification consists of, but not limited to, contract CNM possesses I.H.S. approved security clearance, timesheet is approved by PRIHS, sufficient

overtime documentation is on the timesheet, and HIMCF is approved. If the invoice is not approved by Pine Ridge I.H.S. and rejected, the Contractor will receive prompt notice.

Invoice Processing Platform (IPP)

The Indian Health Service (IHS) has implemented 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 payments 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 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: <https://www.ipp.gov>

If you require assistance registering or IPP account access, please contact the IPP Helpdesk at (866) 973-3131 (M-F 8 AM to 6 PM ET), or 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.

Additional Information**PRIHS Furnished Property**

PRIHS will provide a patient examination area, all medical, non-medical equipment and supplies used in the facilities for the care and maintenance of patients as per the standards of care.

Work Environment

Exposure to contagious diseases is possible in the PRH, outlying clinics and mobile unit. Potential exposure to bodily fluids may occur in the course of caring for trauma patients.

Weather

Pine Ridge, South Dakota, is a geographic area with wide temperature span. The winters can be very cold and windy. Contractors should expect to drive in weather conditions for which they may not be accustomed. The sole authority to close PRH or outlying clinics rests with the Chief Executive Officer (CEO). If the hospital remains open, the Contractor will be expected to report to work on time, as all other hospital employees will be required. Reliable transportation to report for duty within the specified timeframe of this contract is the contractor's responsibility and at their expense.

Meals

Breakfast, lunch and dinner (supper) is available in the PRIHS hospital cafeteria with the purchase of a meal ticket. Meal tickets can be purchased in the Finance Department between the hours of 09:30 am to 11:30 am and 2:00 pm to 4:00 pm, Monday through Friday. Cash (preferred), check or money order are the acceptable payment options. PRIHS Hospital is not equipped to perform credit/debit card transactions.

Housing

If available, PRIHS Hospital housing can be offered to ensure timely response to on-call responsibilities. The Contractor is required to pay rent for offered housing. The rental rate is determined by PRIHS guidelines. PRIHS will invoice the individual renting. To request a Government Housing application, please contact Martin "Marty" Zephier.

PRH Housing point of contact:

Martin "Marty" Zephier

Office: (605) 867-3071

Email: Martin.Zephier@ihs.gov

Business Relations

The Contractor shall successfully integrate and coordinate all activity needed to execute the requirement. The Contractor is required to provide quality assurance services. The Contractor shall seek to ensure customer satisfaction and professional & ethical behavior of all contract Providers.

Contract Management

The Contractor shall establish clear organizational lines of authority and responsibility to ensure effective management of the resources assigned to the requirement. The Contractor shall convene a contract kick-off meeting with the Contract Officer Representative (COR) and necessary Indian Health Service officials no later than five (5) business days from the effective date of this contract. In addition, the Contractor shall participate in status update calls & ad-hoc meetings when requested by Pine Ridge Indian Health Service. Meetings provide opportunity to discuss contract activity including, but not limited to, issues, corrective actions and/or challenges. The Contractor shall identify key personnel responsible for accomplishing each task, alternates and identify challenges that may impede success. PRIHS may request status reports from the Contractor for action items obtained from meetings. The status reports shall identify Contractor leads responsible for completing tasks and how challenges or delays are being mitigated. Contractor status reports shall be submitted electronically to the COR and PRIHS EMS Director.

The Contractor shall deliver a quality control plan (QCP) describing specific activities planned to meet the requirements of this contract. The QCP shall include how quality assurance will be accomplished and monitored, based on the quality assurance surveillance plan provided by PRIHS. QCP shall be submitted no later than thirty (30) calendar days from the effective date of contract award. The Contractor shall describe the use of any consultants or subcontractors hired to carry out elements within the Performance Work Statement (PWS) under this contract. The Contractor shall notify the Contract Officer and Contract Officer Representative in writing within five (5) business days of any new subcontractors or consultants retained to perform services required under this contract. Subcontractors retained for purposes of this contract must comply with all provisions, terms & conditions of this contract. The QCP

shall include an estimated turn around time for filling vacancies for CNMs but not to exceed five (5) calendar days. The Contractor shall provide specifics regarding recruitment and retaining contract CNMs.

Meetings may be recorded. By joining a meeting, you are providing your consent to have your voice, image and/or content you contribute during the meeting recorded.

Conflict of Interest

The Contractor and all contract CNMs are responsible for identifying and communicating to the CO and COR conflicts of interest at the time of proposal and during the entirety of contract performance. At the time of proposal, the Contractor shall provide a statement which describes, in a concise manner, all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) or actual or potential organizational conflicts of interest relating to the services to be provided. The Contractor shall also provide statements containing the same information for any identified consultants or subcontractors who shall provide services. The Contractor must also provide relevant facts that show how it's organizational and/or management system or other actions would avoid or mitigate any actual or potential organizational conflicts of interest.

Inherent Government Functions

Contractor and contract CNMs shall not perform inherently governmental functions. This includes, but is not limited to, determination of agency policy, determination of Federal program priorities for budget requests, direction and control of government employees (outside a clinical context), selection or non-selection of individuals for Federal Government employment including the interviewing of individuals for employment, approval of position descriptions and performance standards for Federal employees, approving any contractual documents, approval of Federal licensing actions and inspections, and/or determination of budget policy, guidance, and strategy, as well as other functions specified under FAR 7.503 (c).

Contract Administration

The Contractor shall assign effort and maintain proper and accurate time keeping records of contract providers assigned to work on the requirement.

Contract Provider Administration

The Contractor shall make necessary travel arrangements for contract Providers and maintain adequate infrastructure to support contract tasks. Labor hours worked does not include travel time to reach Pine Ridge Indian Health Service (PRIHS).

The Contractor shall fulfill staffing requirements under each task order throughout the specified timeframe.

Customer Service

Contract CNM shall refer all patient/customer service issues to the PRIHS Supervisory OB/GYN or designee and COR.

Contract Officer Responsibilities

The Contracting Officer (CO) is the only person authorized to approve changes or modify any of the requirements of this contract. The Contractor shall communicate with the CO on all matters pertaining to contract administration. Only the CO is authorized to make commitments or issue any modification to include (but not limited to) terms affecting price, quantity or quality performance of this contract. The Contracting Officer, Contract Officer Representative and PRIHS Supervisory OB/GYN shall deal with issues raised concerning contract CNMs.

Quality Assurance Surveillance Plan (QASP)

The QASP is based on the premise that the Contractor is responsible for managing and ensuring quality control meets the terms of the contract. The QASP is an evergreen Government document that specifies how the Government will verify and document that the Government is receiving quality of services called for under the contract. The Contractor's performance will be measured based on the following requirements. (*see attached QASP*)

Contractor Performance Assessment Reporting System (CPARS)

During the life of this contract, Contractor performance will be evaluated on an interim and final basis pursuant to FAR subpart 42.15. This evaluation shall become a part of the contract file and shall be used as past performance information in evaluating the Contractor's past performance on future contracts. Contract Performance Assessment Reporting System (CPARS) is an online reporting system www.cpars.gov.

As prescribed in the Federal Acquisition Regulation (FAR), Indian Health Service evaluates Contractor past performance on all contracts that exceed the simplified acquisition threshold and shares those evaluations with other Federal Government Contract Specialists & Procurement officials. The FAR requires that the Contractor be provided an opportunity to comment on past performance evaluations prior to each report closing. This report becomes a permanent record for the Contractors past performance.

Technical Evaluation

The Technical Evaluation Team (TET) will utilize adjectival ratings when assessing each offeror. Factors include: Technical Capabilities, Key Personnel & Past Performance. The technical evaluation factors are of equal importance.

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.

Deliverables

Deliverable	Frequency	Number of copies to PRIHS	Delivery format to PRIHS	Submit to at PRIHS
Curriculum Vitae & Pre-Application Questionnaire	Once, prior to contract performance.	1 copy	Via fax or via secure data transfer email	Supervisory OB/GYN
Credentialing & Privileging Requirements	Once, prior to contract performance & as needed thereafter	1 copy	Via fax or via secure data transfer email	Tammy Bailey, Medical Staff Coordinator
Health Information Management Clearance Form	Minimum bi-weekly	1 original or copy	Via email or hand deliver	Supervisory OB/GYN, Contract Officer Representative (COR) as alternate.
Employee Health Requirements	Within 7 days of contract performance & as needed thereafter.	1 copy	Hand deliver	Employee Health Nurse
Character Investigation Requirements	Once, prior to contract performance & as needed thereafter	1 copy	Via fax or via secure data transfer email	Lois Cross
Timesheet	Minimum bi-weekly	1 original or copy	Via email or hand deliver	Supervisory OB/GYN, Contract Officer Representative as alternate.
Invoice	Minimum monthly	1 copy	Via IPP	Upload to IPP with required attachments (timesheet & HIMCF)

Quality Control Plan	no later than 30 calendar days from the effective date of contract award	1 copy	Via email	Contract Officer Representative
New subcontractors or consultants retained to perform services	In writing within 5 business days of any new subcontractors or consultants retained	1 copy	Via email	Contract Officer and COR
Mandatory Training	Upon arrival after receiving favorable Background Investigation and as required thereafter	1 copy	Hand Deliver	Supervisory OB/GYN

CLAUSES INCORPORATED BY REFERENCE

(Firm Fixed-Price, Non-Personal Service-Commercial Items)

FAR CITATION: 52.252-1: Solicitation Provision 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): <http://arnet.gov/far/index.html>.

52.252-2 Clauses Incorporated by Reference. (FEB 1998)

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

<http://arnet.gov/far/index.html>

I. Federal Acquisition Regulations (FAR) (48 CFR Chapter 1) Clauses

No.	FAR Citation	Clause Title	Clause Date
1.	52.202-1	Definitions	June 2020
2.	52.203-3	Gratuities	April 1984
3.	52.203-12	Limitation on Payments to Influence Certain Federal Transactions	June 2020
4.	52.204-13	System for Award Management Maintenance	October 2018
5.	52.204-7	System for Award Management	October 2018
6.	52.204-9	Personal Identify Verification of Contractor Personnel	January 2011
7.	52.204-16	Commercial and Government Entity Code Reporting	August 2020
8.	52.204-18	Commercial and Government Entity Code Maintenance	August 2020
9.	52.204-19	Incorporation by Reference of Representations and Certifications	December 2014
10.	52.212-1	Instructions to Offerors-Commercial Items	November 2021
11.	52.212-4	Contract Terms and Conditions-Commercial Items	November 2021
12.	52.217-5	Evaluation of Options	July 1990
13.	52.217-8	Option to Extend Services	November 1999
14.	52.224-1	Privacy Act Notification	April 1984
15.	52.224-2	Privacy Act	April 1984
16.	52.232-39	Unenforceability of Unauthorized Obligations	June 2013
17.	52.232-40	Providing Accelerated Payments to Small Business Subcontractors	November 2021

18.	52.237-1	Site Visit	April 1984
19.	52.237-2	Protection of Government Buildings, Equipment and Vegetation	April 1984
20.	52.237-7	Indemnification and Medical Liability Insurance	January 1997
21.	52.253-1	Computer Generated Forms	January 1991
II. Federal Acquisition Regulations (FAR) (48 CFR Chapter 1) Clauses in Full Text			

No.	FAR Citation	Clause Title	Clause Date
1.	52.204-21	Basic Safeguarding of Covered Contractor Information Systems	November 2021
2.	52.212-2	Evaluation-Commercial Products and Commercial Services	November 2021
3.	52.212-3	Offeror Representation & Certification-Commercial Items	October 2022
4.	52.212-5	Contract Terms & Conditions Required to Implement Statutes or Executive Orders-Commercial Items	October 2022
5.	52.216-18	Ordering	August 2020
6.	52.216-19	Ordering Limitations	October 1995
7.	52.216-22	Indefinite Quantity	October 1995
8.	52.217-9	Option to Extend the Term of the Contract	March 2000
9.	52.232-19	Availability of Funds for the Next Fiscal Year	April 1984
10.	52.223-99	Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors	October 2021

52.204-21 Basic Safeguarding of Covered Contractor Information Systems.

As prescribed in [4.1903](#) , insert the following clause:

BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)

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

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information ([44 U.S.C. 3502](#)).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

52.212-2 Evaluation—Commercial Products and Commercial Services.

As prescribed in [12.301\(c\)](#), the Contracting Officer may insert a provision substantially as follows:

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. TECHNICAL CAPABILITIES

The technical capabilities evaluation factor will assess the depth and breadth of the offeror's technical ability in providing Certified Nurse Midwife (CNM) Services for the Pine Ridge Indian Health Service. The Government will evaluate the offeror's ability to effectively manage the work and accomplish the requirements in the Performance Work Statement. Please address the following in detail:

- Background statements on program experience
- Ability to provide continuous, uninterrupted CNM coverage
- Vetting process for qualified CNM suitability prior to them providing services

- Process for presenting CNM profiles
- Process for managing security clearance and new employee orientation
- Approach &/or experience delivering care in a rural setting
- Explain how the company tracks and monitors maintaining CNM certification/licensure requirements
- Invoicing plan
- Description of the knowledge that proposed key personnel have gained through completed &/or ongoing efforts that are similar in nature to the requirements of this solicitation
- Experience with electronic health record and managing successful completion
- Process for addressing electronic health record deficiencies
- Recruitment and retainment plan
- Turnaround time for filling vacancies
- Outline key personnel roles and responsibilities to support contract requirements
- Explain how quality assurance will be monitored and accomplished
- Explain how the company will maintain proper and accurate time keeping records
- Possession of necessary organization to perform the work

the proposal will be judged solely on the written material provided by the offeror. This criteria will be evaluated 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.

2. Key Personnel

This factor will be evaluated on the basis of the key personnel readily available for assignment to the project. The proposal shall identify key personnel who have relevant experience in performing the tasks required of this solicitation in other projects that are similar in function, scope, and complexity to the Pine Ridge Indian Health Service CNM services requirement. The offeror must provide a staffing plan to provide the availability of qualified and experienced CNM staff to assure the requirements of the Performance Work Statement are met in a timely manner. The proposed project director must have expertise and experience in managing and performing in projects of similar size and complexity. The offeror shall specify the extent to which staff will participate in contract performance. Curriculum Vitae or Resumes of key personnel that will be directly involved in contract performance shall be included in the proposal. Resumes must demonstrate that the offeror has the personnel with the necessary knowledge and experience to perform the tasks outlined in the Performance Work Statement.

3. PAST PERFORMANCE

The Past Performance evaluation factor will assess the relevance and breadth of the offeror's experience and the quality of the offeror's past performance on contracts completed during the past three years and all contracts currently in progress which are consistent in scope and complexity with the Pine Ridge Indian Health Service CNM service requirement. The technical proposal shall include a listing of previous Certified Nurse Midwife (CNM) contracts and subcontracts, Government and/or commercial, awarded to the offeror for services provided to rural isolated locations in other rural or Indian Health Service facilities. The contract must contain the same type of service requirements outlined in the performance work statement. The offeror must include the following information for each contract and subcontract:

1. Contract number(s) and period of performance
2. Contact reference name of the business entity where the contract was performed

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

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

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

(End of provision)

52.212-3 Offeror Representations and Certifications—Commercial Products and Commercial Services.

As prescribed in [12.301](#)(b)(2), insert the following provision:

OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCTOBER 2022)

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

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

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

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. 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 is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied [part 19](#) in accordance with [19.000\(b\)\(1\)\(ii\)](#). Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that 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 CFR 124.1002.

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

(6) WOSB 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:

<hr/> <hr/>

[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:

[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:

[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.

(1) *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 (1)(3) through (1)(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.

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services.

As prescribed in [12.301](#)(b)(4), insert the following clause:

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—
COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCTOBER 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 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:

[Contracting Officer check as appropriate.]

☒ (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]

x (14) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (NOV 2020) ([15 U.S.C. 644](#)).

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

__ (15) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (NOV 2020) ([15 U.S.C. 644](#)).

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

__ (16) [52.219-8](#), Utilization of Small Business Concerns (OCT 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](#).

__ (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) ([15U.S.C. 637\(a\)\(17\)](#)).

x (27) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).

x (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (JAN 2022) (E.O.13126).

___ (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 (MAY 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [22.1803](#).)
- ___ (37) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (MAY 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- ___ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- ___ (40) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (OCT 2015) of [52.223-13](#).
- ___ (41) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun2014) of [52.223-14](#).
- ___ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (MAY 2020) ([42 U.S.C. 8259b](#)).
- ___ (43) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (JUN 2014) of [52.223-16](#).
- _x_ (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).
- ___ (45) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).
- ___ (46) [52.223-21](#), Foams (Jun2016) (E.O. 13693).
- _x_ (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.chapter83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

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

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

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

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

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

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

__ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

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

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

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

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

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

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

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

x (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.]

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

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

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

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

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

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

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

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

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

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

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

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

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

(e)

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

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

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

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

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

(v) [52.219-8](#), Utilization of Small Business Concerns (OCT 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 2014) ([41 U.S.C. chapter 67](#)).
- (xvi) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (E.O. 12989).
- (xvii) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
- (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (xix)
 - (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).
 - (B) Alternate I (JAN 2017) of [52.224-3](#).
- (xx) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

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

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

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

(End of clause)

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 (MAY 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 (MAY 2022) (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.

52.217-9 -- Option to Extend the Term of the Contract.

As prescribed in [17.208](#)(g), insert a clause substantially the same as the following:

Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 1 day; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of Clause)

52.216-18 Ordering.

As prescribed in [16.506](#)(a), insert the following clause:

ORDERING (AUGUST 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Date of Award through five (5) years.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.216-19 Order Limitations.

As prescribed in [16.506\(b\)](#), insert a clause substantially the same as follows:

ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than 0 hours, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor-

(1) Any order for a single item in excess of 109,928 hours;

(2) Any order for a combination of items in excess of 109,928 hours; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection [52.216-21](#) of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 Indefinite Quantity

As prescribed in [16.506](#)(e), insert the following clause:

Indefinite Quantity (Oct 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after November 30, 2026.

(End of clause)

52.232-19 Availability of Funds for the Next Fiscal Year.

As prescribed in [32.706-1](#)(b), insert the following clause:

Availability of Funds for the Next Fiscal Year (Apr 1984)

Funds are not presently available for performance under this contract beyond December 16, 2022. The Government’s obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond December 3, 2021, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.223-99 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors.

ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS
(OCT 2021) (DEVIATION)

(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)]

III. Department of HHS Acquisition Regulations (HHSAR) (49 Chapter 3) Clauses

No.	HHSAR Citation	Clause Title	Clause Date
1.	HHSAR 352.224-70	Privacy Act	December 2015
2.	HHSAR 352.224-71	Confidential Information	December 2015
3.	HHSAR 352.226-1	Indian Preference	December 2015
4.	HHSAR 352.226-2	Indian Preference Program	December 2015
5.	HHSAR 352.237-70	Pro-Children Act	December 2015
6.	HHSAR 352.237-71	Crime Control Act-Reporting of Child Abuse	December 2015
7.	HHSAR 352.237-72	Crime Control Act-Requirement For Background Checks	December 2015
8.	HHSAR 352.237-73	Indian Child Protection and Family Violence Act	December 2015
9.	HHSAR 352.237-74	Non-Discrimination in Service Delivery	December 2015
10.	HHSAR 352.232-71	Electronic Submission of Invoice Payment Request	February 2022

352.224-70 Privacy Act

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.

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.

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.

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.

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(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)

352.237-70 Pro-Children Act.

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.

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.

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.

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.

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)

352.232-71 Electronic Submission of Payment Requests

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

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

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

- (c) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing in accordance with HHS procedures.
- (d) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request.

(End of Clause)