SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER	PAGE	OF
See Schedule	1	40

2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			75H70626Q00153	06/10/2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/LOCAL TIME
	MARY BAIRD	605-867-3379	06/25/2026 1600 MD

9. ISSUED BY CODE 167

Pine Ridge Service Unit
Pine Ridge PHS Indian Hospital
Pine Ridge SD 57770

10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: 100.00 % FOR:

- ☒ SMALL BUSINESS
- ☐ HUBZONE SMALL BUSINESS
- ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
- ☐ WOMEN-OWNED SMALL BUSINESS (WOSB)
- ☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
- ☐ 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 561320

SIZE STANDARD: $34

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
☒ SEE SCHEDULE

12. DISCOUNT TERMS

13a. ☐ THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
☒ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE

16. ADMINISTERED BY CODE 167

Pine Ridge Service Unit
Pine Ridge PHS Indian Hospital
607 Indian Health Road
E. Hwy 18
Pine Ridge SD 57770

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE

TELEPHONE NO.

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Schedule of Supplies/Services This acquisition is restricted to Indian Small Business Economic Enterprises (ISBEEs) pursuant to the Buy Indian Act (25 U.S.C. § 5323). Only eligible ISBEE firms may submit quotes and be considered for award. Firm Fixed-Price, Non-Personal Healthcare Services Purchase Order for Nurse Practitioner (NP)/Physician Assistant-Certified (PA-C) Services, for the Pine Ridge Indian Health Service (IHS) Hospital, located in Pine Ridge, *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Government Use Only)*

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

☐ 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*	
30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED
		LADONNA L. COLLINS	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	South Dakota. The Period of Performance will be a One (1) Six-week Base Period, with Twenty-Five (5) Six-week Option Periods.				
1	BASE: Mid-level Provider Services (58 Hours x 6 FTE =2088 Hours) The unit of measure for all CLINs is standardized to 2088 hours per six (6) week period. All CLIN quantities are updated accordingly.	2088	HR		
2	Option Period One (1): Mid-level Provider Services (58 Hours x 6 FTE =2088 Hours) The unit of measure for all CLINs is standardized to 2088 hours per six (6) week period. All CLIN quantities are updated accordingly. (Option Line Item)	2088	HR		
3	Option Period Two (2): Mid-level Provider Services (58 Hours x 6 FTE =2088 Hours) The unit of measure for all CLINs is standardized to 2088 hours per six (6) week period. All CLIN quantities are updated accordingly. (Option Line Item) Continued ...	2088	HR		

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4	Option Period Three (3): Mid-level Provider Services (58 Hours x 6 FTE =2088 Hours) The unit of measure for all CLINs is standardized to 2088 hours per six (6) week period. All CLIN quantities are updated accordingly. (Option Line Item)	2088	HR		
5	Option Period Four (4): Mid-level Provider Services (58 Hours x 6 FTE =2088 Hours) The unit of measure for all CLINs is standardized to 2088 hours per six (6) week period. All CLIN quantities are updated accordingly. (Option Line Item)	2088	HR		
6	Option Period Five (5): Mid-level Provider Services (58 Hours x 6 FTE =2088 Hours) The unit of measure for all CLINs is standardized to 2088 hours per six (6) week period. All CLIN quantities are updated accordingly. (Option Line Item)	2088	HR		
7	Option Period Six (6): Mid-level Provider Services (58 Hours x 6 FTE =2088 Hours) The unit of measure for all CLINs is standardized to 2088 hours per six (6) week period. All CLIN quantities are updated accordingly. (Option Line Item)	2088	HR		
8	Option Period Seven (7): Mid-level Provider Services (58 Hours x 6 FTE =2088 Hours) The unit of measure for all CLINs is standardized to 2088 hours per six (6) week period. All CLIN quantities are updated accordingly. (Option Line Item)	2088	HR		
9	Option Period Eight (8): Mid-level Provider Services (58 Hours x 6 FTE =2088 Hours) The unit of measure for all CLINs is standardized to 2088 hours per six (6) week period. All CLIN quantities are updated accordingly. Continued ...	2088	HR		

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(Option Line Item)				
10	Option Period Nine (9): Mid-level Provider Services (58 Hours x 6 FTE =2088 Hours) The unit of measure for all CLINs is standardized to 2088 hours per six (6) week period. All CLIN quantities are updated accordingly. (Option Line Item)	2088	HR		
11	Option Period Ten (10): Mid-level Provider Services (58 Hours x 6 FTE =2088 Hours) The unit of measure for all CLINs is standardized to 2088 hours per six (6) week period. All CLIN quantities are updated accordingly. (Option Line Item)	2088	HR		
12	Option Period Eleven (11): Mid-level Provider Services (58 Hours x 6 FTE =2088 Hours) The unit of measure for all CLINs is standardized to 2088 hours per six (6) week period. All CLIN quantities are updated accordingly. (Option Line Item)	2088	HR		
13	Option Period Twelve (12): Mid-level Provider Services (58 Hours x 6 FTE =2088 Hours) The unit of measure for all CLINs is standardized to 2088 hours per six (6) week period. All CLIN quantities are updated accordingly. (Option Line Item)	2088	HR		
14	Option Period Thirteen (13): Mid-level Provider Services (58 Hours x 6 FTE =2088 Hours) The unit of measure for all CLINs is standardized to 2088 hours per six (6) week period. All CLIN quantities are updated accordingly. (Option Line Item)	2088	HR		
15	Option Period Fourteen (14): Mid-level Provider Services (58 Hours x 6 FTE =2088 Hours) The unit of measure for all CLINs is standardized to 2088 hours per six (6) week period. All CLIN Continued ...	2088	HR		

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	quantities are updated accordingly. (Option Line Item)				
16	Option Period Fifteen (15): Mid-level Provider Services (58 Hours x 6 FTE =2088 Hours) The unit of measure for all CLINs is standardized to 2088 hours per six (6) week period. All CLIN quantities are updated accordingly. (Option Line Item)	2088	HR		
17	Option Period Sixteen (16): Mid-level Provider Services (58 Hours x 6 FTE =2088 Hours) The unit of measure for all CLINs is standardized to 2088 hours per six (6) week period. All CLIN quantities are updated accordingly. (Option Line Item)	2088	HR		
18	Option Period Seventeen (17): Mid-level Provider Services (58 Hours x 6 FTE =2088 Hours) The unit of measure for all CLINs is standardized to 2088 hours per six (6) week period. All CLIN quantities are updated accordingly. (Option Line Item)	2088	HR		
19	Option Period Eighteen (18): Mid-level Provider Services (58 Hours x 6 FTE =2088 Hours) The unit of measure for all CLINs is standardized to 2088 hours per six (6) week period. All CLIN quantities are updated accordingly. (Option Line Item)	2088	HR		
20	Option Period Nineteen (19): Mid-level Provider Services (58 Hours x 6 FTE =2088 Hours) The unit of measure for all CLINs is standardized to 2088 hours per six (6) week period. All CLIN quantities are updated accordingly. (Option Line Item)	2088	HR		
21	Option Period Twenty (20): Mid-level Provider Services (58 Hours x 6 FTE =2088 Hours) The unit of measure for all CLINs is standardized Continued ...	2088	HR		

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	to 2088 hours per six (6) week period. All CLIN quantities are updated accordingly. (Option Line Item)				
22	Option Period Twenty-One (21): Mid-level Provider Services (58 Hours x 6 FTE =2088 Hours) The unit of measure for all CLINs is standardized to 2088 hours per six (6) week period. All CLIN quantities are updated accordingly. (Option Line Item)	2088	HR		
23	Option Period Twenty-Two (22): Mid-level Provider Services (58 Hours x 6 FTE =2088 Hours) The unit of measure for all CLINs is standardized to 2088 hours per six (6) week period. All CLIN quantities are updated accordingly. (Option Line Item)	2088	HR		
24	Option Period Twenty-Three (23): Mid-level Provider Services (58 Hours x 6 FTE =2088 Hours) The unit of measure for all CLINs is standardized to 2088 hours per six (6) week period. All CLIN quantities are updated accordingly. (Option Line Item)	2088	HR		
25	Option Period Twenty-Four (24): Mid-level Provider Services (58 Hours x 6 FTE =2088 Hours) The unit of measure for all CLINs is standardized to 2088 hours per six (6) week period. All CLIN quantities are updated accordingly. (Option Line Item)	2088	HR		
26	Option Period Twenty-Five (25): Mid-level Provider Services (58 Hours x 6 FTE =2088 Hours) The unit of measure for all CLINs is standardized to 2088 hours per six (6) week period. All CLIN quantities are updated accordingly. (Option Line Item) In compliance with the Office of Management and Budget (OMB) <-15-19 memorandum “Improving Government Efficiency and Saving Taxpayer Dollars Through Electronic Invoicing” directing Federal Continued ...	2088	HR		

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	agencies to adopt electronic invoicing as the primary means to disburse payment to vendors. Invoices submitted under any award resulting from this solicitation will be required to utilize the Invoice Processing Platform (IPP) in accordance HHSAR 352.232-71, Electronic Submission and Processing of Payment Requests. IPP is a secure, web-based electronic invoicing system provided by the U.S. Department of the Treasury's Bureau of the Fiscal Service, in partnership with the Federal Reserve Bank of St. Louis (FRSTL). Respondents to this solicitation are encouraged to register an account with IPP if they have not already done so. If your organization is already registered to use IPP, you will not be required to re-register however, we encourage you to make sure your organization and designated IPP user accounts are valid and up to date. The IPP website address is: https://www.ipp.gov				

DEPARTMENT OF HEALTH & HUMAN SERVICES

Indian Health Service
Office of Management Services
Division of Acquisition Policy (DAP)
5600 Fishers Lane
Rockville, MD 20857

INDIAN HEALTH SERVICE
BUY INDIAN ACT
INDIAN ECONOMIC ENTERPRISE
REPRESENTATION FORM

SOLICITATION/SOURCES SOUGHT/RFI #: 75H70626Q00153

PROJECT TITLE: Nurse Practioner (NP)/Physicians Assistant-Certified (PA-C) Services

DATE: _____

In accordance with 25 U.S.C. 47 the Buy Indian Act, the signature below constitutes self-certification that the Offeror meets the definition of an "Indian Economic Enterprise" (HHSAR 326.601) in response to this Sources Sought Notice, Request for Information (RFI) or Solicitation and resultant contract.

The enterprise must meet the definition of "Indian Economic Enterprise" throughout the following time periods:
(1) At the time an offer is made in response to this solicitation;
(2) At the time of contract award; and
(3) During the full term of the contract performance period. At any point during these periods, if the Contractor no longer meets the eligibility requirements, the contractor must provide immediate written notification to the Contracting Officer.

Individual Contracting Officers may require documentation of eligibility before awarding a set-aside or sole source contracts under the Buy Indian Act and awards may be subject to protest if the eligibility of the successful Offeror is in question. In addition to the self-certification requirements, successful Offerors must also be registered with the System of Award Management (SAM).

Any false or misleading information submitted by an enterprise when submitting an offer in consideration of an award set-aside under the authority of the Buy Indian Act is a violation of the law and punishable under 18 U.S.C. 1001. False claims submitted as part of contract performance are subject to the penalties enumerated in 31 U.S.C. 3729 to 3731 and 18 U.S.C. 287.

REPRESENTATION

The Offeror represents as part of its offer that it does _☐_, does not _☐_ meet the definition of an "Indian Economic Enterprise" with "Indian Ownership" under the authority of the Buy Indian Act.

_____	_____
Name of Federally Recognized Tribal Entity	**Name of the 51% owner of IEE Firm**
_____	_____
Business Name	**Certifying Signature**
_____	_____
DUNS Number	**Print Name**

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Daniel W. Simms
Director

Division of
Wage Determinations

Wage Determination No.: 2015-5377
Revision No.: 30
Date Of Last Revision: 12/03/2025

State: South Dakota

Area: South Dakota Counties of Bennett, Butte, Corson, Dewey, Fall River, Gregory, Haakon, Harding, Jackson, Jones, Lawrence, Lyman, Mellette, Oglala Lakota, Perkins, Stanley, Todd, Tripp, Ziebach

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.71
01012 - Accounting Clerk II		18.75
01013 - Accounting Clerk III		20.97
01020 - Administrative Assistant		23.80
01035 - Court Reporter		21.01
01041 - Customer Service Representative I		15.75
01042 - Customer Service Representative II		17.19
01043 - Customer Service Representative III		19.29
01051 - Data Entry Operator I		15.33
01052 - Data Entry Operator II		16.73
01060 - Dispatcher, Motor Vehicle		18.33
01070 - Document Preparation Clerk		16.73
01090 - Duplicating Machine Operator		16.73
01111 - General Clerk I		15.23
01112 - General Clerk II		16.62
01113 - General Clerk III		18.65
01120 - Housing Referral Assistant		23.41
01141 - Messenger Courier		13.63
01191 - Order Clerk I		15.33
01192 - Order Clerk II		16.73
01261 - Personnel Assistant (Employment) I		18.78
01262 - Personnel Assistant (Employment) II		21.01
01263 - Personnel Assistant (Employment) III		23.41
01270 - Production Control Clerk		23.41
01290 - Rental Clerk		17.03
01300 - Scheduler, Maintenance		18.78
01311 - Secretary I		18.78
01312 - Secretary II		21.01
01313 - Secretary III		23.41
01320 - Service Order Dispatcher		16.38
01410 - Supply Technician		23.80
01420 - Survey Worker		18.59
01460 - Switchboard Operator/Receptionist		17.17
01531 - Travel Clerk I		15.85
01532 - Travel Clerk II		16.50
01533 - Travel Clerk III		19.25
01611 - Word Processor I		16.73
01612 - Word Processor II		18.78
01613 - Word Processor III		21.01
05000 - Automotive Service Occupations		

05005 - Automobile Body Repairer, Fiberglass	26.61
05010 - Automotive Electrician	21.53
05040 - Automotive Glass Installer	20.20
05070 - Automotive Worker	20.20
05110 - Mobile Equipment Servicer	17.58
05130 - Motor Equipment Metal Mechanic	22.83
05160 - Motor Equipment Metal Worker	20.20
05190 - Motor Vehicle Mechanic	22.83
05220 - Motor Vehicle Mechanic Helper	16.28
05250 - Motor Vehicle Upholstery Worker	18.87
05280 - Motor Vehicle Wrecker	20.20
05310 - Painter, Automotive	21.53
05340 - Radiator Repair Specialist	20.20
05370 - Tire Repairer	17.32
05400 - Transmission Repair Specialist	22.83
07000 - Food Preparation And Service Occupations	
07010 - Baker	16.49
07041 - Cook I	16.62
07042 - Cook II	19.09
07070 - Dishwasher	12.57
07130 - Food Service Worker	14.00
07210 - Meat Cutter	17.25
07260 - Waiter/Waitress	13.25
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	25.42
09040 - Furniture Handler	16.65
09080 - Furniture Refinisher	25.42
09090 - Furniture Refinisher Helper	19.85
09110 - Furniture Repairer, Minor	23.02
09130 - Upholsterer	25.42
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	15.00
11060 - Elevator Operator	16.29
11090 - Gardener	18.73
11122 - Housekeeping Aide	16.29
11150 - Janitor	16.29
11210 - Laborer, Grounds Maintenance	14.55
11240 - Maid or Houseman	13.63
11260 - Pruner	13.10
11270 - Tractor Operator	17.35
11330 - Trail Maintenance Worker	14.55
11360 - Window Cleaner	18.10
12000 - Health Occupations	
12010 - Ambulance Driver	19.20
12011 - Breath Alcohol Technician	21.75
12012 - Certified Occupational Therapist Assistant	29.84
12015 - Certified Physical Therapist Assistant	25.89
12020 - Dental Assistant	22.66
12025 - Dental Hygienist	39.72
12030 - EKG Technician	32.95
12035 - Electroneurodiagnostic Technologist	32.95
12040 - Emergency Medical Technician	19.20
12071 - Licensed Practical Nurse I	19.44
12072 - Licensed Practical Nurse II	21.75
12073 - Licensed Practical Nurse III	24.24
12100 - Medical Assistant	18.43
12130 - Medical Laboratory Technician	28.28
12160 - Medical Record Clerk	23.06
12190 - Medical Record Technician	25.79
12195 - Medical Transcriptionist	21.01
12210 - Nuclear Medicine Technologist	47.79
12221 - Nursing Assistant I	12.95
12222 - Nursing Assistant II	14.58
12223 - Nursing Assistant III	15.91
12224 - Nursing Assistant IV	17.85

12235 - Optical Dispenser		18.06
12236 - Optical Technician		19.44
12250 - Pharmacy Technician		21.31
12280 - Phlebotomist		19.44
12305 - Radiologic Technologist		35.30
12311 - Registered Nurse I		26.48
12312 - Registered Nurse II		32.38
12313 - Registered Nurse II, Specialist		32.38
12314 - Registered Nurse III		39.17
12315 - Registered Nurse III, Anesthetist		39.17
12316 - Registered Nurse IV		46.96
12317 - Scheduler (Drug and Alcohol Testing)		26.94
12320 - Substance Abuse Treatment Counselor		25.74
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		16.11
13012 - Exhibits Specialist II		19.95
13013 - Exhibits Specialist III		24.40
13041 - Illustrator I		16.11
13042 - Illustrator II		19.95
13043 - Illustrator III		24.40
13047 - Librarian		22.10
13050 - Library Aide/Clerk		12.83
13054 - Library Information Technology Systems Administrator		19.95
13058 - Library Technician		14.09
13061 - Media Specialist I		14.40
13062 - Media Specialist II		16.11
13063 - Media Specialist III		17.95
13071 - Photographer I		14.40
13072 - Photographer II		16.11
13073 - Photographer III		19.95
13074 - Photographer IV		24.40
13075 - Photographer V		29.53
13090 - Technical Order Library Clerk		16.11
13110 - Video Teleconference Technician		14.40
14000 - Information Technology Occupations		
14041 - Computer Operator I		16.05
14042 - Computer Operator II		17.95
14043 - Computer Operator III		20.50
14044 - Computer Operator IV		22.24
14045 - Computer Operator V		27.05
14071 - Computer Programmer I	(see 1)	21.33
14072 - Computer Programmer II	(see 1)	26.41
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		16.05
14160 - Personal Computer Support Technician		26.10
14170 - System Support Specialist		28.90
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		32.83
15020 - Aircrew Training Devices Instructor (Rated)		39.72
15030 - Air Crew Training Devices Instructor (Pilot)		47.61
15050 - Computer Based Training Specialist / Instructor		32.83
15060 - Educational Technologist		31.16
15070 - Flight Instructor (Pilot)		47.61
15080 - Graphic Artist		18.88
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		47.61
15086 - Maintenance Test Pilot, Rotary Wing		47.61
15088 - Non-Maintenance Test/Co-Pilot		47.61
15090 - Technical Instructor		23.60
15095 - Technical Instructor/Course Developer		28.86
15110 - Test Proctor		19.04

15120 - Tutor	19.04
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	13.02
16030 - Counter Attendant	13.02
16040 - Dry Cleaner	14.87
16070 - Finisher, Flatwork, Machine	13.02
16090 - Presser, Hand	13.02
16110 - Presser, Machine, Drycleaning	13.02
16130 - Presser, Machine, Shirts	13.02
16160 - Presser, Machine, Wearing Apparel, Laundry	13.02
16190 - Sewing Machine Operator	15.49
16220 - Tailor	16.10
16250 - Washer, Machine	13.64
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	26.75
19040 - Tool And Die Maker	33.19
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	21.33
21030 - Material Coordinator	24.73
21040 - Material Expediter	24.73
21050 - Material Handling Laborer	15.77
21071 - Order Filler	15.11
21080 - Production Line Worker (Food Processing)	21.33
21110 - Shipping Packer	18.22
21130 - Shipping/Receiving Clerk	18.22
21140 - Store Worker I	14.10
21150 - Stock Clerk	19.12
21210 - Tools And Parts Attendant	21.33
21410 - Warehouse Specialist	21.33
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	30.01
23019 - Aircraft Logs and Records Technician	23.45
23021 - Aircraft Mechanic I	28.37
23022 - Aircraft Mechanic II	30.01
23023 - Aircraft Mechanic III	31.64
23040 - Aircraft Mechanic Helper	20.23
23050 - Aircraft, Painter	26.75
23060 - Aircraft Servicer	23.45
23070 - Aircraft Survival Flight Equipment Technician	26.75
23080 - Aircraft Worker	25.09
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	25.09
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.37
23110 - Appliance Mechanic	26.75
23120 - Bicycle Repairer	21.84
23125 - Cable Splicer	44.07
23130 - Carpenter, Maintenance	19.78
23140 - Carpet Layer	25.09
23160 - Electrician, Maintenance	26.94
23181 - Electronics Technician Maintenance I	25.09
23182 - Electronics Technician Maintenance II	26.75
23183 - Electronics Technician Maintenance III	28.37
23260 - Fabric Worker	23.45
23290 - Fire Alarm System Mechanic	28.37
23310 - Fire Extinguisher Repairer	21.84
23311 - Fuel Distribution System Mechanic	37.49
23312 - Fuel Distribution System Operator	29.28
23370 - General Maintenance Worker	22.27
23380 - Ground Support Equipment Mechanic	28.37
23381 - Ground Support Equipment Servicer	23.45
23382 - Ground Support Equipment Worker	25.09
23391 - Gunsmith I	21.84
23392 - Gunsmith II	25.09
23393 - Gunsmith III	28.37

23410 - Heating, Ventilation And Air-Conditioning Mechanic	24.38
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	25.79
23430 - Heavy Equipment Mechanic	32.59
23440 - Heavy Equipment Operator	24.41
23460 - Instrument Mechanic	28.37
23465 - Laboratory/Shelter Mechanic	26.75
23470 - Laborer	15.77
23510 - Locksmith	26.75
23530 - Machinery Maintenance Mechanic	32.57
23550 - Machinist, Maintenance	28.37
23580 - Maintenance Trades Helper	20.23
23591 - Metrology Technician I	28.37
23592 - Metrology Technician II	30.01
23593 - Metrology Technician III	31.64
23640 - Millwright	28.37
23710 - Office Appliance Repairer	26.75
23760 - Painter, Maintenance	22.29
23790 - Pipefitter, Maintenance	24.70
23810 - Plumber, Maintenance	23.29
23820 - Pneudraulic Systems Mechanic	28.37
23850 - Rigger	28.37
23870 - Scale Mechanic	25.09
23890 - Sheet-Metal Worker, Maintenance	28.37
23910 - Small Engine Mechanic	25.09
23931 - Telecommunications Mechanic I	30.18
23932 - Telecommunications Mechanic II	31.93
23950 - Telephone Lineman	24.96
23960 - Welder, Combination, Maintenance	22.19
23965 - Well Driller	28.37
23970 - Woodcraft Worker	28.37
23980 - Woodworker	21.84
24000 - Personal Needs Occupations	
24550 - Case Manager	18.44
24570 - Child Care Attendant	13.16
24580 - Child Care Center Clerk	16.41
24610 - Chore Aide	17.66
24620 - Family Readiness And Support Services Coordinator	18.44
24630 - Homemaker	18.44
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.51
25040 - Sewage Plant Operator	23.61
25070 - Stationary Engineer	26.51
25190 - Ventilation Equipment Tender	18.90
25210 - Water Treatment Plant Operator	23.61
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.19
27007 - Baggage Inspector	16.73
27008 - Corrections Officer	21.87
27010 - Court Security Officer	22.34
27030 - Detection Dog Handler	18.71
27040 - Detention Officer	21.87
27070 - Firefighter	23.19
27101 - Guard I	16.73
27102 - Guard II	18.71
27131 - Police Officer I	23.69
27132 - Police Officer II	26.33
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	17.90
28042 - Carnival Equipment Repairer	19.33
28043 - Carnival Worker	13.52
28210 - Gate Attendant/Gate Tender	23.46
28310 - Lifeguard	13.98

28350 - Park Attendant (Aide)		26.24
28510 - Recreation Aide/Health Facility Attendant		19.15
28515 - Recreation Specialist		32.50
28630 - Sports Official		20.90
28690 - Swimming Pool Operator		22.21
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		25.09
29020 - Hatch Tender		25.09
29030 - Line Handler		25.09
29041 - Stevedore I		23.45
29042 - Stevedore II		26.75
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	46.07
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	31.77
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	34.99
30021 - Archeological Technician I		15.52
30022 - Archeological Technician II		17.37
30023 - Archeological Technician III		21.51
30030 - Cartographic Technician		21.51
30040 - Civil Engineering Technician		26.62
30051 - Cryogenic Technician I		23.83
30052 - Cryogenic Technician II		26.32
30061 - Drafter/CAD Operator I		15.52
30062 - Drafter/CAD Operator II		17.37
30063 - Drafter/CAD Operator III		19.36
30064 - Drafter/CAD Operator IV		23.83
30081 - Engineering Technician I		13.83
30082 - Engineering Technician II		15.52
30083 - Engineering Technician III		17.37
30084 - Engineering Technician IV		21.51
30085 - Engineering Technician V		26.32
30086 - Engineering Technician VI		31.84
30090 - Environmental Technician		20.79
30095 - Evidence Control Specialist		21.51
30210 - Laboratory Technician		19.36
30221 - Latent Fingerprint Technician I		23.83
30222 - Latent Fingerprint Technician II		26.32
30240 - Mathematical Technician		21.51
30361 - Paralegal/Legal Assistant I		23.39
30362 - Paralegal/Legal Assistant II		28.97
30363 - Paralegal/Legal Assistant III		35.43
30364 - Paralegal/Legal Assistant IV		42.87
30375 - Petroleum Supply Specialist		26.32
30390 - Photo-Optics Technician		20.20
30395 - Radiation Control Technician		26.32
30461 - Technical Writer I		21.51
30462 - Technical Writer II		26.32
30463 - Technical Writer III		31.84
30491 - Unexploded Ordnance (UXO) Technician I		29.28
30492 - Unexploded Ordnance (UXO) Technician II		35.43
30493 - Unexploded Ordnance (UXO) Technician III		42.46
30494 - Unexploded (UXO) Safety Escort		29.28
30495 - Unexploded (UXO) Sweep Personnel		29.28
30501 - Weather Forecaster I		23.83
30502 - Weather Forecaster II		28.99
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	19.36
30621 - Weather Observer, Senior	(see 2)	21.51
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		35.43
31020 - Bus Aide		15.72
31030 - Bus Driver		21.72
31043 - Driver Courier		19.13
31260 - Parking and Lot Attendant		14.44
31290 - Shuttle Bus Driver		17.23

31310 - Taxi Driver	14.24
31361 - Truckdriver, Light	20.66
31362 - Truckdriver, Medium	22.18
31363 - Truckdriver, Heavy	25.00
31364 - Truckdriver, Tractor-Trailer	25.00
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	17.27
99030 - Cashier	13.81
99050 - Desk Clerk	14.18
99095 - Embalmer	28.73
99130 - Flight Follower	29.28
99251 - Laboratory Animal Caretaker I	15.55
99252 - Laboratory Animal Caretaker II	16.80
99260 - Marketing Analyst	27.80
99310 - Mortician	28.73
99410 - Pest Controller	24.10
99510 - Photofinishing Worker	15.39
99710 - Recycling Laborer	17.55
99711 - Recycling Specialist	20.92
99730 - Refuse Collector	15.80
99810 - Sales Clerk	16.78
99820 - School Crossing Guard	15.70
99830 - Survey Party Chief	23.08
99831 - Surveying Aide	14.86
99832 - Surveying Technician	19.33
99840 - Vending Machine Attendant	14.62
99841 - Vending Machine Repairer	18.14
99842 - Vending Machine Repairer Helper	14.62

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Note: Executive Order 13658 generally applies to contracts subject to the Service Contract Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $5.55 per hour, up to 40 hours per week, or $222.00 per week or $962.00 per month

HEALTH & WELFARE EO 13706: $5.09 per hour, up to 40 hours per week, or $203.60 per week, or $882.27 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 10 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least $27.63 per hour (or at least $684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime

(i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of ""wash and wear"" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the ""Service Contract Act Directory of Occupations"", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to

be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

Federal Acquisition Regulation (FAR)

Clauses Incorporated by Reference

FAR Citation	Clause Title	Clause Date
52.203-3	Gratuities.	Apr-84
52.203-6	Restrictions on Subcontractor Sales to the Government	Jun-20
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	Sep-24
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	Jun-20
52.203-13	Contractor Code of Business Ethics and Conduct.	Nov-21
52.203-14	Display of Hotline Poster(s).	Nov-21
52.203-16	Preventing Personal Conflicts of Interest.	Jun-20
52.203-17	Contractor Employee Whistleblower Rights.	Nov-23
52.204-9	Personal Identity Verification of Contractor Personnel.	Jan-11
52.204-14	Service Contract Reporting Requirements.	Deviation
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations-Representation.	Deviation
52.209-5	Certification Regarding Responsibility Matters.	Deviation
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded.	Deviation
52.209-7	Information Regarding Responsibility Matters.	Deviation
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	Deviation
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations.	Deviation
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.	Deviation
52.209-12	Certification Regarding Tax Matters.	Oct-25
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services.	Deviation
52.212-2	Evaluation-Commercial Products and Commercial Services.	Deviation
52.212-4	Contract Terms and Conditions-Commercial Products and Commercial Services	Deviation
52.217-2	Cancellation Under Multi-year Contracts.	Oct-97
52.222-3	Convict Labor.	Deviation
52.222-35	Equal Opportunity for Veterans.	Deviation
52.222-36	Equal Opportunity for Workers with Disabilities.	Deviation
52.222-40	Notification of Employee Rights Under the National Labor Relations Act.	Deviation
52.222-41	Service Contract Labor Standards.	Deviation
52.222-42	Statement of Equivalent Rates for Federal Hires	May-14
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts).	Deviation
52.222-50	Combating Trafficking in Persons.	Deviation
52.222-52	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.	Deviation
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Requirements	Deviation
52.222-54	Employment Eligibility Verification.	Deviation
52.222-62	Paid Sick Leave Under Executive Order 13706.	Deviation
52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises.	Deviation

52.226-7	Drug-Free Workplace.	May-24
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May-24
52.228-5	Insurance-Work on a Government Installation.	Jan-97
52.229-3	Federal, State, and Local Taxes.	Deviation
52.232-1	Payments.	Apr-84
52.232-8	Discounts for Prompt Payment.	Feb-02
52.232-11	Extras.	Apr-84
52.232-19	Availability of Funds for the Next Fiscal Year.	Apr-84
52.232-23	Assignment of Claims.	May-14
52.232-39	Unenforceability of Unauthorized Obligations.	Jun-13
52.233-1	Disputes.	Deviation
52.233-2	Service of Protest.	Deviation
52.233-3	Protest after Award.	Deviation
52.233-4	Applicable Law for Breach of Contract Claim.	Deviation
52.237-1	Site Visit.	Apr-84
52.237-2	Protection of Government Buildings, Equipment, and Vegetation.	Apr-84
52.237-3	Continuity of Services.	Jan-91
52.237-10	Identification of Uncompensated Overtime.	Mar-15
52.242-13	Bankruptcy.	Jul-95
52.245-1	Government Property.	Sep-21
52.245-9	Use and Charges.	Apr-12
52.246-4	Inspection of Services-Fixed-Price.	Aug-96
52.246-25	Limitation of Liability-Services.	Feb-97
52.252-1	Solicitation Provisions Incorporated by Reference.	Feb-98
52.252-2	Clauses Incorporated by Reference.	Feb-98
52.252-3	Alterations in Solicitation.	Apr-84
52.252-4	Alterations in Contract.	Apr-84
52.252-5	Authorized Deviations in Provisions.	Nov-20
52.252-6	Authorized Deviations in Clauses.	Nov-20

Clauses Incorporated in Full Text

FAR Citation	Clause Title	Clause Date
52.212-1	Instructions to Offerors- Commercial Products and Commercial Services	Deviation
52.212-2	Evaluation—Commercial Products and Commercial Services.	Deviation
52.212-4	Terms and Conditions- Commercial Products and Commercial Services.	Deviation
52.217-5	Evaluation of Options.	Deviation
52.217-8	Option to Extend Services.	Nov 1999
52.217-9	Option to Extend the Term of the Contract.	Mar 2000
52.222-90	Addressing DEI Discrimination by Federal Contractors.	Deviation
52.224-1	Privacy Act Notification.	Apr 1984
52.224-2	Privacy Act.	Apr 1984
52.237-7	Indemnification and Medical Liability Insurance.	Deviation

52.212-1 Instructions to Offerors—Commercial Products and Commercial Services.

As prescribed in 12.205(a)(1), insert a clause substantially as follows:

INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION DATE)

(a) *Submission of offers*. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers shall include—

(1) The solicitation number;

(2) The name, address, telephone number of the Offeror;

(3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;

(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;

(5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and

(6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

(b) *Period for acceptance of offers*. The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

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

(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.

(2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

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

(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

(d) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the

Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

(e) *Debriefings*. If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:

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

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

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

(4) A summary of the rationale for award.

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

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

(End of provision)

52.212-2 Evaluation—Commercial Products and Commercial Services.

As prescribed in 12.205(a)(2), insert a provision substantially as follows:

EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION DATE)

(a) Evaluation factors. 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 will be used to evaluate offers:

Factor 1: Price (Pass/Fail)

Factor 2: Technical Capability (Pass/Fail)

Factor 3: Past Performance (Pass/Fail)

(b) *Options (if applicable)*. 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. The evaluation of options does not obligate the Government to exercise the option(s).

(c) *Notice of award*. A written notice of award or acceptance of an offer 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)

52.212-4 Terms and Conditions—Commercial Products and Commercial Services.

As prescribed in 12.205(b)(3), insert the following clause:

TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION DATE)

(a) *Definitions*. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

(b) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(c) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.,* use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(d) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(e) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall—

(1) Notify the Contracting Officer in writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

(g) Invoice. The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment*—

(1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(4) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable;

(D) Contractor point of contact; and

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(5) *Interest*.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions*. The Contracting Officer will issue a final decision as required by FAR part 33 if–

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR part 32).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a termination for cause.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures for interest credits prescribed in FAR part 32 in effect on the date of this contract.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon—

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost

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

(m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered under this contract are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

(r) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services;

(2) The Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) Other contract clauses incorporated in the solicitation or contract;

(4) Addenda to this solicitation or contract;

(5) Solicitation provisions incorporated in the solicitation;

(6) Other paragraphs of this clause;

(7) Other documents, exhibits, and attachments; and

(8) The specification.

(s) *Unauthorized obligations*.

(1) Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government-authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (s)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(t) *Comptroller General examination of record*. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

(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 part 4, longer period required by statute, or periods specified in 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 clause 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.

(u) *Incorporation by reference*. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

52.217-5 Evaluation of Options.

As prescribed in 17.203(c), insert a provision substantially the same as the following:

EVALUATION OF OPTIONS (DEVIATION DATE)

Except when it is determined in accordance with FAR 17.202(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

52.217-8 Option to Extend Services.

As prescribed in 17.203(f), insert a clause substantially the same as the following:

OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within *1 day before*.

(End of clause)

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

As prescribed in 17.203(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 *1* 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 *3.5 years*.

(End of clause)

52.222-90 Addressing DEI Discrimination by Federal Contractors.

As prescribed in 22.2203, insert the following clause:

ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (DEVIATION DATE)

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

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (*e.g.*, vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of clause)

52.224-1 Privacy Act Notification.

As prescribed in 24.104, insert the following clause in solicitations and contracts:

PRIVACY ACT NOTIFICATION (APR 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of1974, Public Law93-579, December 31,1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

(End of clause)

52.224-2 Privacy Act.

As prescribed in 24.104, insert the following clause in solicitations and contracts:

PRIVACY ACT (APR 1984)

(a) The Contractor agrees to-

(1) Comply with the Privacy Act of1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies-

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the design, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this paragraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor and any employee of the Contractor is considered to be an employee of the agency.

(c)

(1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person’s name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, 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.

(End of clause)

52.224-3 Privacy Training.

As prescribed in 24.302(a), insert the following clause:

PRIVACY TRAINING (JAN 2017)

(a) *Definition*. As used in this clause, "personally identifiable information" means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual. (See Office of Management and Budget (OMB) Circular A-130, Managing Federal Information as a Strategic Resource).

(b) The Contractor shall ensure that initial privacy training, and annual privacy training thereafter, is completed by contractor employees who-

(1) Have access to a system of records;

(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information on behalf of an agency; or

(3) Design, develop, maintain, or operate a system of records (see also FAR subpart 24.3 and 39.105).

(c)

(1) "Privacy training shall address the key elements necessary for ensuring the safeguarding of personally identifiable information or a system of records. The training shall be role-based, provide foundational as well as more advanced levels of training, and have measures in place to test the knowledge level of users. At a minimum, the privacy training shall cover-

(i) The provisions of the Privacy Act of 1974 (5 U.S.C. 552a), including penalties for violations of the Act;

(ii) The appropriate handling and safeguarding of personally identifiable information;

(iii) The authorized and official use of a system of records or any other personally identifiable information;

(iv) The restriction on the use of unauthorized equipment to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise access personally identifiable information;

(v) The prohibition against the unauthorized use of a system of records or unauthorized disclosure, access, handling, or use of personally identifiable information; and

(vi) The procedures to be followed in the event of a suspected or confirmed breach of a system of records or the unauthorized disclosure, access, handling, or use of personally identifiable information (see OMB guidance for Preparing for and Responding to a Breach of Personally Identifiable Information).

(2) Completion of an agency-developed or agency-conducted training course shall be deemed to satisfy these elements.

(d) The Contractor shall maintain and, upon request, provide documentation of completion of privacy training to the Contracting Officer.

(e) The Contractor shall not allow any employee access to a system of records, or permit any employee to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise handle personally identifiable information, or to design, develop, maintain, or operate a system of records unless the employee has completed privacy training, as required by this clause.

(f) The substance of this clause, including this paragraph (f), shall be included in all subcontracts under this contract, when subcontractor employees will-

(1) Have access to a system of records;

(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or

(3) Design, develop, maintain, or operate a system of records.

(End of clause)

52.237-7 Indemnification and Medical Liability Insurance.

As prescribed in 37.601-3, insert the following clause:

INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (DEVIATION DATE)

(a) It is expressly agreed and understood that this is a nonpersonal services contract, under which the professional services rendered by the Contractor are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over professional aspects of the services rendered, including by example, the Contractor's professional medical judgment, diagnosis, or specific medical treatments. The Contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents. The Contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: _____.

(b) An apparently successful offeror, upon request by the Contracting Officer, shall furnish prior to contract award evidence of its insurability concerning the medical liability insurance required by paragraph (a) of this clause.

(c) Liability insurance may be on either an occurrences basis or on a claims-made basis. If the policy is on a claims-made basis, an extended reporting endorsement (tail) for a period of not less than 3 years after the end of the contract term must also be provided.

(d) Evidence of insurance documenting the required coverage for each health care provider who will perform under this contract shall be provided to the Contracting Officer prior to the commencement of services under this contract. If the insurance is on a claims-made basis and evidence of an extended reporting endorsement is not provided prior to the commencement of services, evidence of such endorsement shall be provided to the Contracting Officer prior to the expiration of this contract. Final payment under this contract shall be withheld until evidence of the extended reporting endorsement is provided to the Contracting Officer.

(e) The policies evidencing required insurance shall also contain an endorsement to the effect that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer. If during the performance period of the contract the Contractor changes insurance

providers, the Contractor must provide evidence that the Government will be indemnified to the limits specified in paragraph (a) of this clause, for the entire period of the contract, either under the new policy, or a combination of old and new policies.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts under this contract for health care services and shall require such subcontractors to provide evidence of and maintain insurance in accordance with paragraph (a) of this clause. At least 5 days before the commencement of work by any subcontractor, the Contractor shall furnish to the Contracting Officer evidence of such insurance.

(End of clause)

HHS Acquisition Regulations (HHSAR)

Citation	Clause Title	Clause Date
HHSAR 352.224-70	Privacy Act	Dec 2015
HHSAR 352.224-71	Confidential Information	Dec 2015
HHSAR 352.226-1	Indian Preference	Dec 2015
HHSAR 352.226-2	Indian Preference Program	Dec 2015
HHSAR 352.226-4	Notice of Indian Small Business Economic Enterprise set-aside	Dec 2015
HHSAR 352.232-71	Electronic Submission of Payment Requests	Apr 2026
HHSAR 352.237-70	Pro-Children Act	Dec 2015
HHSAR 352.237-71	Crime Control Act-Reporting of Child Abuse	Dec 2015
HHSAR 352.237-72	Crime Control Act-Requirement for Background Checks	Dec 2015
HHSAR 352.237-73	Indian Child Protection and Family Violence Act	Dec 2015
HHSAR 352.237-74	Non-Discrimination in Service Delivery.	Dec 2015
HHSAR 352.237-75	Key Personnel	Dec 2015

352.224-70 Privacy Act.

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

Privacy Act (DEC 2015)

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

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

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

(a) Identifies the system(s) of records and the design, development, or operation work the Contractor is to perform; and

(b) Specifies the disposition to be made of such records upon completion of contract performance.

(End of clause)

352.224-71 Confidential Information.

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

Confidential Information (DEC 2015)

(a) Confidential Information, as used in this clause, means information or data of a personal nature about an individual, or proprietary information or data submitted by or pertaining to an institution or organization.

(b) Specific information or categories of information that the Government will furnish to the Contractor, or that the Contractor is expected to generate, which are confidential may be identified elsewhere in this contract. The Contracting Officer may modify this contract to identify Confidential Information from time to time during performance.

(c) Confidential Information or records shall not be disclosed by the Contractor until:

(1) Written advance notice of at least 45 days shall be provided to the Contracting Officer of the Contractor's intent to release findings of studies or research, to which an agency response may be appropriate to protect the public interest or that of the agency.

(2) For information provided by or on behalf of the government,

(i) The publication or dissemination of the following types of information are restricted under this contract: [INSERT RESTRICTED TYPES OF INFORMATION. IF NONE, SO STATE.]

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

(iii) Written advance notice of at least 45 days shall be provided to the Contracting Officer of the Contractor's intent to disseminate or publish information identified in subparagraph (2)(i). The contractor shall not disseminate or publish such information without the written consent of the Contracting Officer.

(d) Whenever the Contractor is uncertain with regard to the confidentiality of or a property interest in information under this contract, the Contractor should consult with the Contracting Officer prior to any release, disclosure, dissemination, or publication.

352.226-1 Indian Preference.

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

Indian Preference (DEC 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 (DEC 2015)

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

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

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

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

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

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

(ii) A statement indicating that Indian organizations and Indian-owned economic enterprises will receive preference in accordance with section 7(b) of Public Law 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)

352.226-4 Notice of Indian Small Business Economic Enterprise set-aside.

As prescribed in HHSAR 326.604-2(b)(1), and in lieu of the requirements of 48 CFR 19.508, the Contracting Officer shall insert the following provision:

Notice of Indian Small Business Economic Enterprise Set-Aside

Under the Buy Indian Act, 25 U.S.C. 47, offers are solicited only from Indian Economic Enterprises (HHSAR 326.606) that are also small business concerns. Any acquisition resulting from this solicitation will be from such a concern. As required by HHSAR § 352.226-7(b), offerors shall include a completed Indian Economic Enterprise Representation form in response to

Sources Sought Notices, Request for Information (RFI) and as part of the proposal submission. The Indian Economic Enterprise Representation form, available on the IHS DAP public website (*www.IHS.gov/DAP*), shall be included in synopses, presolicitation notices, and solicitations for the acquisitions under the Buy Indian Act. Offers received from enterprises that are not both Indian Economic Enterprises and small business concerns will not be considered and will be rejected.

(End of clause)

ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (APR 2026) (RFO DEVIATION)

(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 in FAR 32.905(b) and the applicable payment clause included in this contract.

(b) *Submission instructions.* Except as provided in paragraph (c) of this clause, the Contractor must 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) *Alternate submission procedures.* The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing.

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

(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 (DEC 2015)

(a) Public Law 103-227, Title X, Part C, also known as the *Pro-Children Act of 1994* (Act), 20 U.S.C. 7183, imposes restrictions on smoking in facilities where certain federally funded children's services are provided. The Act prohibits smoking within any indoor facility (or portion thereof), whether owned, leased, or contracted for, that is used for the routine or regular provision of: (i) Kindergarten, elementary, or secondary education or library services or (ii) health or day care services that are provided to children under the age of 18. The statutory prohibition also applies to indoor facilities that are constructed, operated, or maintained with Federal funds.

(b) By acceptance of this contract or order, the Contractor agrees to comply with the requirements of the Act. The Act also applies to all subcontracts awarded under this contract for the specified children's services. Accordingly, the Contractor shall ensure that each of its employees, and any subcontractor staff, is made aware of, understands, and complies with the provisions of the Act. Failure to comply with the Act may result in the imposition of a civil monetary penalty in an amount not to exceed $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. Each day a violation continues constitutes a separate violation.

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 (DEC 2015)

(a) Public Law 101-647, also known as the Crime Control Act of 1990 (Act), imposes responsibilities on certain individuals who, while engaged in a professional capacity or activity, as defined in the Act, on Federal land or in a federally-operated (or contracted) facility, learn of facts that give the individual reason to suspect that a child has suffered an incident of child abuse.

(b) The Act designates "covered professionals" as those persons engaged in professions and activities in eight different categories including, but not limited to, teachers, social workers, physicians, 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 (DEC 2015)

(a) Public Law 101-647, also known as the Crime Control Act of 1990 (Act), requires that all individuals involved with the provision of 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 (DEC 2015)

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

(b) As a prerequisite to providing services under this contract, the Contractor is required to complete and sign the declaration found in Section 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 (DEC 2015)

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

(End of clause)

352.237-75 Key Personnel.

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

Key Personnel (DEC 2015)

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to the contractor voluntarily diverting any of the specified individuals to other programs or contracts the Contractor shall notify the Contracting Officer and shall submit a justification for the diversion or replacement and a request to replace the individual. The request must identify the proposed replacement and provide an explanation of how the replacement's skills, experience, and credentials meet or exceed the requirements of the contract (including, when applicable, Human Subjects Testing requirements). If the employee of the contractor is terminated for cause or separates from the contractor voluntarily with less than thirty days notice, the Contractor shall provide the maximum notice practicable under the circumstances. The Contractor shall not divert, replace, or announce any such change to key personnel without the written consent of the Contracting Officer. The contract will be modified to add or delete key personnel as necessary to reflect the agreement of the parties.

(End of clause)