PROVISIONS AND CLAUSES

52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

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

52.252-2 Clauses Incorporated by Reference (FEB 1998)

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

52.252-5 Authorized Deviations in Provisions (NOV 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any _*Health and Human Services Acquisition Regulation*_(48 CFR Chapter_*3*_) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

52.252-6 Authorized Deviations in Clauses (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any _*Health and Human Services Acquisition Regulation*_ (48 CFR Chapter _*3*_) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

PROVISIONS AND CLAUSES INCORPORATED BY REFERENCE

FAR 52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (JAN 2017)
FAR 52.204-7 System for Award Management (NOV 2024) (DEVIATION)
FAR 52.212-1 Instructions to Offerors – Commercial Products and Commercial Services (SEP 2023) (DEVIATION)
FAR 52.225-2 Buy American Certificate (OCT 2022)
FAR 52.240-90 Security Prohibitions and Exclusions Representations and Certifications (DEVIATION)
HHSAR 352.226-4 Notice of Indian Small Business Economic Enterprise Set-Aside
HHSAR 352.226-7 Indian Economic Enterprise Representation
HHSAR 352.239-73 Electronic and Information Technology Accessibility Notice (DEC 2015)

FAR 52.203-17 Contractor Employee Whistleblower Rights (NOV 2023)
FAR 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)
FAR 52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)
FAR 52.204-13 System for Award Management Maintenance(OCT 2018) (DEVIATION)
FAR 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (DEVIATION)
FAR 52.212-4 Contract Terms and Conditions – Commercial Products and Commercial Services (NOV 2023) (DEVIATION)
FAR 52.219-6 Notice of Total Small Business Set-Aside (NOV 2020) (DEVIATION)
FAR 52.222-3 Convict Labor (JUN 2003) (DEVIATION)
FAR 52.222-19 Child Labor – Cooperation with Authorities and Remedies (MAR 2026) (DEVIATION)
FAR 52.222-36 Equal Opportunity for Workers with Disabilities (JUN 2020) (DEVIATION)
FAR 52.222-41 Service Contract Labor Standards (AUG 2018) (DEVIATION)
FAR 52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 2014)
FAR 52.222-50 Combating Trafficking in Persons (OCT 2025) (DEVIATION)
FAR 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2022) (DEVIATION)
FAR 52.222-90 Addressing DEI Discrimination by Federal Contractors (DEVIATION)
FAR 52.225-1 Buy American-Supplies (OCT 2022) (DEVIATION)
FAR 52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2024)
FAR 52.232-33 Payment by Electronic Funds Transfer – System for Award Management (OCT 2018)
FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (MAR 2023)
FAR 52.233-3 Protest After Award (AUG 1996) (DEVIATION)
FAR 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004) (DEVIATION)
FAR 52.240-91 Security Prohibitions and Exclusions (DEVIATION)
FAR 52.244-6 Subcontracts for Commercial Products and Commercial Services (OCT 2025) (DEVIATION)
HHSAR 352.226-1 Indian Preference (DEC 2015)
HHSAR 352.226-6 Indian Economic Enterprise Subcontracting Limitations
HHSAR 352.239-74 Electronic and Information Technology Accessibility (DEC 2015)

CLAUSES IN FULL TEXT

FAR 52.217-8 Option to Extend Services (NOV 1999)
HHSAR 352.226-5 Notice of Indian Economic Enterprise Set-Aside
HHSAR 352.232-71 – Electronic Submission of Payment Requests (APR 2026) (DEVIATION)

FAR 52.217-8 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 _*5 days*_ .

HHSAR 352.226-5 Notice of Indian Economic Enterprise Set-Aside

(a) *Definitions as used in this clause:*

Alaska Native Claims Settlement Act (ANCSA) means Public Law 92-203 (December 18, 1971), 85 Stat. 688, codified at 43 U.S.C. 1601-1629h.

Indian means a person who is an enrolled member of an Indian Tribe or "Native" as defined in the Alaska Native Claims Settlement Act.

Indian Economic Enterprise means any business activity owned by one or more Indians or Indian Tribes that is established for the purpose of profit provided that: The combined Indian or Indian Tribe ownership must constitute not less than 51 percent of the enterprise; the Indians or Indian Tribes must, together, receive at least a majority of the earnings from the contract; and the management and daily business operations of an enterprise must be controlled by one or more individuals who are Indians. To ensure actual control over the enterprise, the individuals must possess requisite management or technical capabilities directly related to the primary industry in which the enterprise conducts business. The enterprise must meet these requirements throughout the following time periods:

(i) At the time an offer is made in response to a written solicitation;

(ii) At the time of the contract award; and

(iii) During the full term of the contract.

Indian Tribe means an Indian Tribe, band, nation, or other recognized group or community that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians, including any Alaska Native village or regional or village corporation under the Alaska Native Claims Settlement Act (Pub. L. 92-203, 85 Stat. 688; 43 U.S.C. 1601).

Representation means the positive statement by an enterprise of its eligibility for preferential consideration and participation for acquisitions conducted under the Buy Indian Act, 25 U.S.C. 47, in accordance with the procedures in Subpart 326.606.

(b) *General.*

(1) Under the Buy Indian Act, offers are solicited only from Indian Economic Enterprises.

(2) The CO will reject all offers received from ineligible enterprises.

(3) Any award resulting from this solicitation will be made to an Indian Economic Enterprise, as defined in paragraph (a) of this clause.

(c) *Required submissions.* In response to this solicitation, an offeror must also provide the following:

(1) A description of the required percentage of the work/costs to be provided by the offeror over the contract term as required by section 352.226-6, Subcontracting Limitations clause; and

(2) Qualifications of the key personnel (if any) that will be assigned to the contract.

(d) Required assurance. The offeror must provide written assurance to the CO that the offeror is and will remain in compliance with the requirements of this clause. It must do this before the CO awards the Buy Indian Act contract and upon successful and timely completion of the contract, but before the CO accepts the work or product.

(e) Non-responsiveness. Failure to provide the information required by paragraphs (c) and (d) of this clause may cause the CO to find an offer non-responsive and reject it.

(f) Eligibility.

(1) Participation in the Mentor-Protégé Program established under section 831 of the National Defense Authorization Act for Fiscal Year 1991 (25 U.S.C. 47 note) does not render an Indian Economic Enterprise ineligible for contracts awarded under the Buy Indian Act.

(2) If a contractor no longer meets the definition of an Indian Economic Enterprise after award, the contractor must notify the CO immediately and in writing. The notification must include full disclosure of circumstances causing the contractor to lose eligibility status and a description of any actions that the contractor will take to regain eligibility. Failure to give the CO immediate written notification means that:

(i) The economic enterprise may be declared ineligible for future contract awards under this part; and

(ii) The CO may consider termination for default if it is in the best interest of the government.

(g) Representation. Under the Buy Indian Act, 25 U.S.C. 47, offers are solicited only from Indian Economic Enterprises (326.606). 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 Indian Economic Enterprises shall not be considered.

HHSAR 352.232-71 – Electronic Submission of Payment Requests (APR 2026) (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.

Addendum:

Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP)

All invoice submissions for goods and/or services delivered to facilitate payments must be made electronically through the U.S. Department of Treasury's Invoice Processing Platform System (IPP).

Invoice Submission for Payment means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the FAR clause 52.212-4 Contract Terms and Conditions – Commercial Products and Commercial Services included in commercial items contracts. The IPP website address is: https://www.ipp.gov.

The Department of Treasury will enroll the Contractors new to IPP. The Contractor must follow the IPP registration email instructions for enrollment to register the Collector Account for submitting invoice requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive a registration email from the Federal Reserve Bank of St. Louis (FRBSTL) within 3-5 business days of the contract award for new contracts or date of modification for existing contracts.

Registration emails are sent via email from ipp.noreply@mail.eroc.twai.gov. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email at IPPCustomerSupport@fiscal.treasury.gov or by phone at (866) 973-3131.

The Contractor POC will receive two emails from IPP Customer Support, the first email contains the initial administrative IPP User ID. The second email, sent within 24 hours of receipt of the first email, contains a temporary password. You must log in with the temporary password within 30 days.

If your company is already registered to use IPP, you will not be required to re-register.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment as authorized by HHSAR 332.7002, a written request must be submitted to the Contracting Officer to explain the circumstances that require the authorization of alternate payment procedures.

Additional IHS Invoice Requirements:

(i) The contractor shall submit invoices under this contract once per month or as specified in the payment schedule. For indefinite delivery vehicles, separate invoices must be submitted for each order.
(ii) Invoices must break-out price/cost by contract line item number (CLIN) as specified in the pricing section of the contract.
(iii) Invoices must include the Unique Entity Identifier Number (UEI) of the Contractor.

(iv) Invoices that include time and materials or labor hours CLINS must include supporting documentation to:

(1) substantiate the number of labor hours invoiced for each labor category, and

(2) substantiate material costs incurred (when applicable).

(v) Invoices that include cost-reimbursement CLINS must be submitted in a format showing expenditures for that month, as well as contract cumulative amounts. At a minimum, the following cost information shall be included, in addition to supporting documentation to substantiate cost incurred:

– Direct Labor – include all persons, listing the person's name, title, number of hours worked, hourly rate, the total cost per person and a total amount for this category;

- Indirect Cost (i.e., Fringe Benefits, Overhead, General and Administrative, Other Indirects) – show rate, base and total amount;
- Consultants (if applicable) – include name, number of days or hours worked, daily or hourly rate, and total amount per consultant;
- Travel – include for each airplane or train trip taken the name of the traveler, date of travel, destination, the transportation costs including ground transportation shown separately and the per diem costs. Other travel costs shall also be listed;
- Subcontractors (if applicable) – include, for each subcontractor, the same data as required for the prime contractor;
- Other Direct Costs – include a listing or all other direct charges to the contract, i.e., office supplies, telephone, duplication, postage; and
- Fee – amount as allowable in accordance with the Schedule and FAR 52.216-8 if applicable.