This is a **combined synopsis/solicitation** for commercial products or commercial services prepared in accordance with Part 12. This announcement constitutes the only solicitation. Quotes are being requested and a separate written solicitation will not be issued.

Solicitation no. 75H71026Q00211 is issued as a request for quotation (RFQ), for Three (3) Non-Personal Healthcare Services for Respiratory Therapists in the Respiratory Department at Gallup Indian Medical Center. The North American Industry Classification System (NAICS) is 561320 – Temporary Help Services.

This acquisition is a Indian Small Business Economic Enterprise set aside. This solicitation incorporates provisions and clauses by reference. The full text of provisions and clauses may be accessed electronically at www.acquisition.gov and www.acquisition.gov/hhsar.

SCHEDULE OF ITEMS					
CLIN NO.	Description	Quantity	Estimated Hours	Hourly Rate	Total Price
1	NPSC Respiratory Therapist - Base	3	4176		
2	NPSC Respiratory Therapist – Option Period 1	3	4176		
3	NPSC Respiratory Therapist – Option Period 2	3	4176		
4	NPSC Respiratory Therapist – Option Period 3	3	4176		
				TOTAL	

Performance Work Statement (PWS) is included as an attachment (Attachment A)

The period of performance for this requirement will be a Base Period of 6 continuous months, followed by 3 Option Periods of 6 months each.

52.212-1, Instructions to Offerors – Commercial Products and Commercial Services (NOV 2025)(DEVIATION)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition are stated in the solicitation.

(b) Submission of quotes. Submit signed and dated quotes to the office specified in this solicitation at or before the exact time specified. Quotes shall be submitted electronically by the method specified in the solicitation. Late quotes will be handled in accordance with paragraph (f) of this provision.

Quotes shall be organized into four (4) volumes as described below. Each volume shall be clearly labeled with the solicitation number, quoter name, and volume number and title. All four volumes shall be submitted together as a complete package.

Volume I — Administrative

No page limit. No pricing information permitted in this volume.

Volume I shall contain all administrative and certification documents required for a complete quote. At a minimum, Volume I shall include:

- **SF-1449 or Signed Letterhead Quote.** A signed and dated Standard Form 1449, or a signed quote on company letterhead, acknowledging agreement with all terms and conditions of the solicitation, and identifying the solicitation number, quoter name and address, Unique Entity Identifier (UEI), and Electronic Funds Transfer (EFT) indicator as applicable.
- **Solicitation Amendments.** Signed acknowledgment of all solicitation amendments issued prior to the quote due date. Failure to acknowledge all amendments may render the quote ineligible for award.
- **Representations and Certifications.** Completed representations and certifications required by this solicitation that are not collected via the System for Award Management (SAM). Quoters are responsible for ensuring their SAM registration is current and accurate at the time of quote submission and throughout the period of performance.
- **Quoter Point of Contact.** Name, title, telephone number, and email address of the individual authorized to respond to questions regarding this quote.

Volume II — Technical Capability

Page limit: 20 pages. Standard 8.5" x 11", minimum 11-point font, 1-inch margins. Tables and charts count toward the page limit. Resumes may be included as appendices and do not count toward the page limit.

⚠ Pricing information shall not be included anywhere in Volume II. A quote containing pricing in this volume may be found technically unacceptable.

Volume II shall address the quoter's technical capability to perform all requirements of the PWS. The Government will evaluate Volume II on a Pass/Fail basis in accordance with RFO 52.212-2. Volume II shall address each of the following elements:

- **Scope of Clinical Services.** Describe the quoter's understanding of and approach to delivering the full scope of Respiratory Therapist services at GIMC — including Pediatrics, Adult ICU – Ventilator Management, Emergency Trauma, Arterial blood gas punctures, analyzing and interpretation, Medical/Surgical care of young adults, adults, and geriatric patients, general flow care, floor to floor and ground transports, electrocardiograms, and competence in respiratory medications consistent with GIMC's Level 4 Emergency Department designation, and ICU, surgical, inpatient, and outpatient services — as required by PWS Section 5.1.
- **Coverage Model.** Describe the quoter's organizational capacity and approach to ensuring continuous, qualified Respiratory Therapist coverage across all required shift types as defined in PWS Section 5.2.1, including primary, on-call, and surge coverage.
- **Key Personnel Qualifications.** Identify all proposed Key Personnel and demonstrate that each meets the minimum qualifications set forth in PWS Sections 7.1 through 7.3, including a minimum of one (1) year of Respiratory Therapist clinical experience within the last five (5) years, current RRT registration in Radiography (R), National Board for Respiratory Care (NBRC) New Mexico licensure compliance, Advanced Cardiac Life Support (ACLS), Pediatric Advanced Life Support (PALS), Neonatal Resuscitation Provider (NRP) and current BLS certification.. Resumes may be provided as an appendix and do not count toward the page limit.
- **Staffing Management Plan (SMP).** Describe the quoter's approach to each of the four sections that will be required in the post-award SMP under PWS Section 5.7:

- **Section A — Point of Contact Designation.** Identify the individual who will serve as the 24/7 point of contact for daily contract operations and the designated alternate.
- **Section B — Transition and Ramp-Up Plan.** Describe the quoter's plan to achieve full required staffing coverage from contract award, including specific milestones and a timeline that credibly addresses GIMC's current critical Respiratory Therapist vacancy rate exceeding 50%.
- **Section C — Staffing Methodology and Recruitment Pipeline.** Describe the quoter's active recruitment strategy, candidate pool, sourcing channels, and approach to placing qualified Respiratory Therapists in the rural and remote Gallup, New Mexico operating environment.
- **Section D — Contingency Planning.** Describe the quoter's backup staffing resources, response timeframes, and procedures for preventing or resolving coverage gaps resulting from resignation, credential lapse, illness, or other unplanned events.

A complete, formal SMP will be required as a contract deliverable within fifteen (15) calendar days of award.

- **Quality Control Plan (QCP).** Describe the quoter's internal processes for monitoring contract performance, verifying and maintaining credential compliance for all Key Personnel, monitoring fill rates, ensuring medical record and imaging documentation completion compliance, and identifying and correcting deficiencies, consistent with the minimum content requirements of PWS Section 7.6. A complete, formal QCP will be required as a contract deliverable within fifteen (15) calendar days of award.
- **Personnel Closeout Compliance.** Describe the quoter's organizational approach to ensuring all departing Respiratory Therapists complete required closeout procedures — including HIM record completion, IT access deactivation, PIV card and badge surrender, dosimetry equipment return, and timesheet submission — consistent with PWS Section 8.0.

Volume III — Past Performance

No page limit for reference submissions.

⚠ Pricing information shall not be included anywhere in Volume III.

Volume III shall contain past performance information for a minimum of three (3) and a maximum of five (5) contracts performed within the three (3) years preceding the date of this solicitation that are recent and relevant to the services described in the PWS. The Government will evaluate Volume III in accordance with the past performance confidence rating scale set forth in RFO 52.212-2.

Relevant past performance includes contracts involving Respiratory Therapists or allied health staffing, with particular weight given to contracts performed in IHS, tribal health, federal, or rural/remote healthcare settings. For each reference, the quoter shall provide the following information:

Element	Required Information
Contract Number	Full contract or order number
Contracting Agency / Customer	Full name of the agency, facility, or organization
Contract Type	e.g., Firm-Fixed-Price, Time-and-Materials

Element	Required Information
Period of Performance	Start and end dates (actual or projected)
Place of Performance	City, State; facility type (hospital, clinic, etc.)
Shift Coverage Scope	Description of shift types covered and number of technologists provided
Description of Services	Brief description of services performed, imaging modalities covered, and patient populations served
Relevance to This Requirement	Brief statement explaining relevance to continuous DRT-CT staffing at a facility comparable to NNMC
Contracting Officer / COR Reference	Name, title, current telephone number, and email address

Quoters with no recent or relevant past performance shall submit a statement to that effect. Such quoters will receive a rating of Neutral/Unknown, which is treated as neither favorable nor unfavorable, and are eligible for award. The Government reserves the right to obtain past performance information from sources other than those provided by the quoter, including Government databases and agency records.

Volume IV — Price

No page limit. All pricing information must be contained in this volume only.

Volume IV shall contain all pricing information for the services described in the PWS. The quoter shall provide a firm-fixed price for each contract line item (CLIN) for the base period and each option period as identified in the solicitation pricing schedule. Prices shall be all-inclusive consistent with PWS Section 1.5.

Volume IV shall include:

- **Completed Pricing Schedule.** The quoter shall complete and return the solicitation pricing schedule, providing a unit price (hourly rate) and total price for each CLIN across the base period and all option periods. Separate CLINs shall be provided for each labor category where rates differ.
- **Basis of Pricing Statement.** The quoter shall provide a brief written statement, not to exceed two (2) pages, explaining the basis for its proposed hourly rates. At a minimum, the statement shall identify the labor categories proposed, explain how the all-inclusive bill rate was determined for each category, and note any assumptions underlying the proposed pricing that the Government should be aware of, such as geographic pay differentials, housing, or travel arrangements applicable to the Shiprock, New Mexico location.
- **Total Evaluated Price.** The quoter shall provide a summary total evaluated price representing the sum of all CLINs across the base period and all option periods.

The Government will evaluate price for fairness and reasonableness through price competition consistent with RFO Part 12 simplified commercial services procedures. Cost analysis and cost realism analysis will not be conducted.

(c) Period for acceptance of quotes. The quoter agrees to hold the prices in its quote firm for sixty (60) calendar days from the date specified for receipt of quotes.

(d) Product samples. Not applicable to this acquisition.

(e) Multiple offers. Not applicable to this acquisition.

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

- Quoters are responsible for submitting quotes, and any modifications or revisions, to the Government office designated in this solicitation by the time specified.
- Any quote, modification, or revision received after the time specified for receipt of quotes is late and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late quote would not unduly delay the acquisition. A late modification of an otherwise successful quote that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
- If an emergency or unanticipated event interrupts normal Government processes so that quotes cannot be received by the exact time specified, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of quotes will be deemed extended to the same time of day on the first work day on which normal Government processes resume.
- Quoters may withdraw their quotes by written notice to the Government received at any time before award.

(g) Facsimile quotes. Not authorized for this acquisition. Quotes shall be submitted electronically by the method specified in the solicitation.

(h) Contract award. The Government intends to evaluate quotes and make award without discussions. The quoter's initial quote should contain the quoter's best terms from a price and technical standpoint. The Government reserves the right to conduct clarifications consistent with RFO 12.201-1. The Government may reject any or all quotes if such action is in the public interest and may waive informalities and minor irregularities in quotes received.

(i) Restriction on disclosure and use of data. Quoters who include in their quotes data that they do not want disclosed to the public for any purpose or used by the Government except for evaluation purposes shall mark the title page with the following legend: "This quote includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed — in whole or in part — for any purpose other than to evaluate this quote. If, however, a contract is awarded to this quoter as a result of — or in connection with — the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract." The data subject to this restriction shall be marked as follows: "Use or disclosure of quote data is subject to the restriction on the title page of this quote."

(j) Order of precedence. Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: (1) the Schedule; (2) representations and other instructions; (3) contract clauses; (4) other documents, exhibits, and attachments; and (5) the PWS.

(k) System for Award Management. Quoters must be registered in SAM (www.sam.gov) at the time of quote submission and shall maintain registration through award and performance. The quoter shall enter and maintain in SAM the information required for the conduct of business as required by FAR 4.1102. Failure to maintain an active SAM registration may render a quote ineligible for award.

(l) Unique entity identifier. Quoters shall enter their Unique Entity Identifier (UEI) in the appropriate block of the SF-1449 or signed letterhead quote submitted in Volume I.

(End of provision)

52.212-2, Evaluation – Commercial Products and Commercial Services (NOV 2025)(DEVIATION)

(a) Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible Offeror whose quote conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate quotes:

The following factors will be used to evaluate quotes, listed in descending order of importance:

- **Factor 1 — Technical Acceptability (Pass/Fail)**
- **Factor 2 — Past Performance (Confidence Rating)**
- **Factor 3 — Price**

Factors 1 and 2 are evaluated before price. A quoter must receive **Pass** on Factor 1 and a confidence rating of **Satisfactory Confidence, Substantial Confidence, or Neutral/Unknown** on Factor 2 to be eligible for price evaluation. Award will be made to the lowest total evaluated price among eligible quoters.

Factor 1 — Technical Acceptability (Pass/Fail). The Government will evaluate each quote on a Pass/Fail basis. A single failure on any criterion below renders the quote technically unacceptable. No partial credit will be awarded.

To receive a rating of **Pass**, the quoter must demonstrate or commit to all of the following:

1. **Key Personnel Experience.** All proposed Key Personnel possess a minimum of one (1) year of recent acute-care Respiratory Therapy experience including pediatrics, adult ICU/ventilator management, emergency/trauma, arterial blood gas procedures/analysis, medical/surgical care, patient transport support, ECG/EKG procedures, and respiratory medications consistent with PWS Section 7.1.
2. **Licensure and Registration.** All proposed Key Personnel hold a current, valid, unrestricted Registered Respiratory Therapist (RRT) credentials through the National Board for Respiratory Care (NBRC) and satisfy applicable federal/state licensure requirements, consistent with PWS Section 7.2.
3. **BLS Certification.** All proposed Key Personnel hold a current Basic Life Support (BLS) certification, ACLS, and PALS certifications are mandatory. Neonatal Resuscitation Program/Provider (NRP) certification is strongly preferred and may be required for personal assigned neonatal, newborn nursery, Women's Health/Labor and Delivery, or other neonatal coverage consistent with PWS Section 7.3.
4. **Coverage Capacity.** The quoter demonstrates the organizational capacity to provide continuous, qualified Respiratory Therapist coverage across all required shift types defined in PWS Section 5.2.1, including days, nights, weekends, and federal holidays.
5. **Staffing Management Plan.** The quoter commits to submitting a Staffing Management Plan (SMP) within fifteen (15) calendar days of contract award, comprising all four required sections — (A) Point of Contact Designation, (B) Transition and Ramp-Up Plan, (C) Staffing Methodology and Recruitment Pipeline, and (D) Contingency Planning — consistent with PWS Section 5.7. The Transition Plan shall include a credible ramp-up strategy specifically addressing GIMC's current critical Respiratory Therapists vacancy rate exceeding 50%.

6. **Quality Control Plan.** The quoter commits to submitting a Quality Control Plan (QCP) within fifteen (15) calendar days of contract award addressing all minimum content requirements set forth in PWS Section 7.6.
7. **General Compliance.** The quoter acknowledges and commits to full compliance with all applicable PWS requirements governing credentialing, health requirements, HSPD-12 background checks, conduct, HIPAA, the Privacy Act of 1974, IHS information technology security, identification, personnel closeout procedures, and cultural competency.

Factor 2 — Past Performance. The Government will evaluate the recency and relevance of the quoter's past performance on contracts of similar scope, complexity, and setting.

Quoters shall submit a minimum of **three (3)** and no more than **five (5)** references from contracts performed within the **three (3) years** preceding the date of this solicitation. Each reference shall include: contract number, agency or customer name, point of contact with current telephone number and email address, period of performance, and a brief description of services performed.

The Government will assess past performance using the following confidence ratings:

Rating	Definition	Eligible for Award
Substantial Confidence	Recent and relevant performance record gives the Government high confidence that the quoter will successfully perform the required services.	Yes
Satisfactory Confidence	Recent and relevant performance record gives the Government reasonable confidence that the quoter will successfully perform the required services.	Yes
Neutral / Unknown	No recent or relevant past performance record, or new entrant with no performance history. Treated as neither favorable nor unfavorable.	Yes
Limited Confidence	Performance record gives the Government low confidence that the quoter will successfully perform the required services.	No
No Confidence	Performance record gives the Government no confidence that the quoter will successfully perform the required services.	No

Evaluation will consider: (1) relevance of prior contracts to Respiratory Therapists or allied health staffing, with particular weight given to IHS, tribal health, federal, or rural/remote healthcare settings; (2) demonstrated ability to maintain continuous coverage, uninterrupted credentialing compliance, and documentation standards; and (3) customer satisfaction, including responsiveness, professionalism, and cultural competency.

Factor 3 — Price. Price will be evaluated for fairness and reasonableness through competition. The Government will not conduct cost analysis or cost realism analysis. The total evaluated price will be the sum of all priced contract line items across the base period and all option periods.

Ineligibility. A quoter is ineligible for award if: (1) the quote receives a rating of Fail on Factor 1; (2) the quote receives a rating of Limited Confidence or No Confidence on Factor 2; or (3) proposed Key Personnel do not meet the minimum qualifications set forth in PWS Sections 7.1 through 7.3 and 7.7. These determinations are not subject to tradeoff or offset by any other factor.

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that a quote 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 a quote furnished to the successful quoter within the time for acceptance specified in the quote, shall result in a binding contract without further action by either party. Before the quoter's specified expiration time, the Government may accept a quote (or part of a quote), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

The following Federal Acquisition Regulation provisions also apply:

☒	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2024
☒	52.203-18	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS-REPRESENTATION	JAN 2017
☒	52.204-7	SYSTEM FOR AWARD MANAGEMENT - REGISTRATION	NOV 2025 (DEVIATION)
☐	52.204-7 Alt I	SYSTEM FOR AWARD MANAGEMENT—REGISTRATION, WITH ALTERNATE I	NOV 2025 (DEVIATION)
☐	52.207-6	SOLICITATION OF OFFERS FROM SMALL BUSINESS CONCERNS AND SMALL BUSINESS TEAMING ARRANGEMENTS OR JOINT VENTURES (MULTIPLE-AWARD CONTRACTS)	AUG 2024
☐	52.209-12	CERTIFICATION REGARDING TAX MATTERS	OCT 2025
☐	52.216-31	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS – COMMERCIAL ACQUISITION	NOV 2021
☐	52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	NOV 2025 (DEVIATION)
☐	52.219-31	NOTICE OF SMALL BUSINESS RESERVE	MAR 2020
☐	52.222-18	CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS	FEB 2021
☐	52.222-48	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT–CERTIFICATION	MAY 2014
☐	52.222-52	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS FOR CERTAIN SERVICES-CERTIFICATION	MAY 2014
☐	52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN	OCT 2020
☐	52.223-1	BIOBASED PRODUCT CERTIFICATION	MAY 2024
☐	52.223-4	RECOVERED MATERIAL CERTIFICATION	MAY 2008

☐	52.229-11	TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION	AUG 2025 (DEVIATION)
☒	52.237-1	SITE VISIT	APR 1984
☒	52.240-90	SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS	NOV 2025 (DEVIATION)

52.209-2	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS – REPRESENTATION	NOV 2025 (DEVIATION)

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

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Subsidiary means an entity in which more than 50 percent of the entity is owned—
(1) Directly by a parent corporation; or
(2) Through another subsidiary of a parent corporation.

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-3(b) applies or the requirement is waived in accordance with the procedures at 9.108-5.

(c) *Representation*. The Offeror represents that-
(1) It □ is, □ is not an inverted domestic corporation; and
(2) It □ is, □ is not a subsidiary of an inverted domestic corporation.

(End of provision)

52.209-5	CERTIFICATION REGARDING RESPONSIBILITY MATTERS	NOV 2025 (DEVIATION)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—
(i) The Offeror and/or any of its Principals—
(A) Are □ are not □ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have □ have not □, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

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

(D) Have □, have not □, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied. Federal taxes are considered delinquent if both of the following criteria apply:

(*1*) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if a pending administrative or judicial challenge remains. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(*2*) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) The Offeror has □ has not □, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

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

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

(d) This provision does not require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a). The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

(End of provision)

52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS	NOV 2025 (DEVIATION)

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than $10,000,000 means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

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

(b) The offeror □ has □ does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in–

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via https://www.sam.gov (see 52.204-7).

(End of provision)

52.209-11	REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW	NOV 2025 (DEVIATION)

(a) The Government will not enter into a contract with any corporation that—

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

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

(b) The Offeror represents that–

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

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

(End of provision)

52.233-2	SERVICE OF PROTEST	NOV 2025 (DEVIATION)

(a) Protests, (as defined in FAR 33.102), that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), must be served on the Contracting Officer identified in the solicitation by obtaining written and dated acknowledgment of receipt from them.

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

(End of provision)

52.252-1	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE	FEB 1998

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

Revolutionary FAR Overhaul - FAR Overhaul - FAR Part Deviation Guidance | Acquisition.GOV

Federal Acquisition Regulation - https://www.acquisition.gov/browse/index/far

Department of Health and Human Services Acquisition Regulation – https://www.acquisition.gov/hhsar

(End of Provision)

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 clause.

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

(End of Provision)

The following Department of Health and Human Services Acquisition Regulation provisions also apply:

☐	352.219-70	MENTOR-PROTÉGÉ PROGRAM	DEC 2015
☐	352.223-71	INSTRUCTIONS TO OFFERORS – SUSTAINABLE ACQUISITION	DEC 2015
☒	352.226-4	NOTICE OF INDIAN SMALL BUSINESS ECONOMIC ENTERPRISE SET ASIDE	MAR 2022
☐	352.226-5	NOTICE OF INDIAN ECONOMIC ENTERPRISE SET ASIDE	MAR 2022
☒	352.226-7	INDIAN ECONOMIC ENTERPRISE REPRESENTATION	MAR 2022
☐	352.239-73	ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY NOTICE	DEC 2015

The clause at **52.212-4, Contract Terms and Conditions – Commercial Products and Commercial Services (NOV 2025)(DEVIATION)**, applies to this acquisition. Addenda are included.

The following Federal Acquisition Regulation clauses also apply:

☒	52.203-3	GRATUITIES	APR 1984
☒	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT Alt I	NOV 2021
☒	52.203-12	LIMITATION OF PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 2020
☐	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	NOV 2021
☒	52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	JUN 2020
☒	52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS	NOV 2023
☒	52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
☒	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
☒	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	NOV 2025 (DEVIATION)
☒	52.204-14	SERVICE CONTRACT REPORTING REQUIREMENTS	NOV 2025 (DEVIATION)
☐	52.204-15	SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS	NOV 2025 (DEVIATION)
☐	52.204-91	CONTRACTOR IDENTIFICATION	NOV 2025 (DEVIATION)
☒	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	NOV 2025 (DEVIATION)
☒	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	NOV 2025 (DEVIATION)
☒	52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2025 (DEVIATION)
☐	52.213-1	RESERVED	
☐	52.219-3	NOTICE OF HUBZONE SET-ASIDE OR SOLE-SOURCE AWARD	NOV 2025 (DEVIATION)
☐	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	NOV 2025 (DEVIATION)
☐	52.219-6 Alt I	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, WITH ALTERNATE I	NOV 2025 (DEVIATION)
☐	52.219-7	NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE	NOV 2020
☐	52.219-7 Alt I	NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE, WITH ALTERNATE I	MAR 2020

☒	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	NOV 2025 (DEVIATION)
☐	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	NOV 2025 (DEVIATION)
☐	52.219-9 Alt I	SMALL BUSINESS SUBCONTRACTING PLAN, WITH ALTERNATE I	NOV 2025 (DEVIATION)
☐	52.219-9 Alt II	SMALL BUSINESS SUBCONTRACTING PLAN, WITH ALTERNATE II	NOV 2025 (DEVIATION)
☐	52.219-9 Alt III	SMALL BUSINESS SUBCONTRACTING PLAN, WITH ALTERNATE III	NOV 2025 (DEVIATION)
☐	52.219-9 Alt IV	SMALL BUSINESS SUBCONTRACTING PLAN, WITH ALTERNATE IV	NOV 2025 (DEVIATION)
☐	52.219-13	NOTICE OF SET-ASIDE OF ORDERS	MAR 2020
☐	52.219-13 Alt I	RESERVED	
☐	52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN	NOV 2025 (DEVIATION)
☐	52.219-27	NOTICE OF SET-ASIDE FOR, OR SOLE-SOURCE AWARD TO, SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) CONCERNS ELIGIBLE UNDER THE SDVOSB PROGRAM	NOV 2025 (DEVIATION)
☒	52.219-28	POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION	NOV 2025 (DEVIATION)
☐	52.219-28 Alt I	POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION, WITH ALTERNATE I	NOV 2025 (DEVIATION)
☐	52.219-29	NOTICE OF SET-ASIDE FOR, OR SOLE-SOURCE AWARD TO, ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS CONCERNS	NOV 2025 (DEVIATION)
☐	52.219-30	NOTICE OF SET-ASIDE FOR, OR SOLE-SOURCE AWARD TO, WOMEN-OWNED SMALL BUSINESS CONCERNS ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM	NOV 2025 (DEVIATION)
☐	52.219-33	NONMANUFACTURER RULE	NOV 2025 (DEVIATION)
☒	52.222-3	CONVICT LABOR	NOV 2025 (DEVIATION)
☐	52.222-19	CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES	NOV 2025 (DEVIATION)
☒	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	NOV 2025 (DEVIATION)
☒	52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	NOV 2025 (DEVIATION)
☐	52.222-36 ALT I	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES, WITH ALTERNATE I	JUL 2014
☒	52.222-37	EMPLOYMENT REPORTS ON VETERANS	NOV 2025 (DEVIATION)
☒	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	NOV 2025 (DEVIATION)
☐	52.222-41	SERVICE CONTRACT LABOR STANDARDS	NOV 2025 (DEVIATION)

☐	52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	NOV 2025 (DEVIATION)
☐	52.222-44	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS-PRICE ADJUSTMENT	NOV 2025 (DEVIATION)
☒	52.222-50	COMBATING TRAFFICKING IN PERSONS	NOV 2025 (DEVIATION)
☐	52.222-50 Alt I	COMBATING TRAFFICKING IN PERSONS	NOV 2025 (DEVIATION)
☐	52.222-51	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT—REQUIREMENTS	NOV 2025 (DEVIATION)
☐	52.222-53	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES—REQUIREMENTS	NOV 2025 (DEVIATION)
☒	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	NOV 2025 (DEVIATION)
☐	52.222-55	MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026	NOV 2025 (DEVIATION)
☐	52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706	NOV 2025 (DEVIATION)
☒	52.222-90	ADDRESSING DEI DISCIMINATION BY FEDERAL CONTRACTORS	APR 2026 (DEVIATION)
☐	52.223-2	REPORTING OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS	NOV 2025 (DEVIATION)
☒	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2024
☐	52.223-11	OZONE-DEPLETING SUBSTANCES	NOV 2025 (DEVIATION)
☐	52.223-12	MAINTENANCE, SERVICE, REPAIR, OR DISPOSAL OF REFRIGERATION EQUIPMENT AND AIR CONDITIONERS	NOV 2025 (DEVIATION)
☐	52.223-23	SUSTAINABLE PRODUCTS	NOV 2025 (DEVIATION)
☒	52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
☒	52.224-2	PRIVACY ACT	APR 1984
☒	52.224-3	PRIVACY TRAINING	JAN 2017
☐	52.224-3 ALT I	PRIVACY TRAINING, WITH ALTERNATE I	JAN 2017
☐	52.225-1	BUY AMERICAN-SUPPLIES	NOV 2025 (DEVIATION)
☐	52.225-1 Alt I	BUY AMERICAN-SUPPLIES, WITH ALTERNATE I	OCT 2022
☐	52.225-3	BUY AMERICAN-FREE TRADE AGREEMENTS-ISRAELI TRADE ACT	NOV 2025 (DEVIATION)
	52.225-3 ALT I	RESERVED	

☐	52.225-3 Alt II	BUY AMERICAN-FREE TRADE AGREEMENTS-ISRAELI TRADE ACT, WITH ALTERNATE II	NOV 2025 (DEVIATION)
☐	52.225-3 Alt III	BUY AMERICAN-FREE TRADE AGREEMENTS-ISRAELI TRADE ACT, WITH ALTERNATE III	NOV 2025 (DEVIATION)
☐	52.225-3 Alt IV	BUY AMERICAN-FREE TRADE AGREEMENTS-ISRAELI TRADE ACT, WITH ALTERNATE IV	NOV 2025 (DEVIATION)
☐	52.225-5	TRADE AGREEMENTS	NOV 2023
☐	52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000
☐	52.225-19	CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES	MAY 2020
☐	52.225-26	CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE UNITED STATES	OCT 2016
☐	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	NOV 2025 (DEVIATION)
☐	52.226-5	RESTRICTIONS ON SUBCONTRACTING OUTSIDE DISASTER OR EMERGENCY AREA	NOV 2025 (DEVIATION)
☐	52.226-6	PROMOTING EXCESS FOOD DONATION TO NONPROFIT ORGANIZATIONS	NOV 2025 (DEVIATION)
☐	52.226-7	DRUG-FREE WORKPLACE	MAY 2024
☒	52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	MAY 2024
☐	52.229-12	TAX ON CERTAIN FOREIGN PROCUREMENTS	AUG 2025 (DEVIATION)
☒	52.232-18	AVAILABILITY OF FUNDS	APR 1984
☐	52.232-29	TERMS FOR FINANCING OF COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	NOV 2021
☐	52.232-30	INSTALLMENT PAYMENTS OF COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	NOV 2021
☒	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT	OCT 2018
☐	52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN SYSTEM FOR AWARD MANAGEMENT	JUL 2013
☐	52.232-36	PAYMENT BY THIRD PARTY	NOV 2025 (DEVIATION)
☒	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	MAR 2023
☐	52.232-90	FAST PAYMENT PROCEDURE	NOV 2025 (DEVIATION)
☒	52.233-3	PROTEST AFTER AWARD	NOV 2025 (DEVIATION)
☒	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	NOV 2025 (DEVIATION)
☒	52.237-2	PROTECTION OF GOVERNMENT BUILDING, EQUIPMENT, AND VEGETATION	APR 1984

☒	52.237-3	CONTINUITY OF SERVICES	JAN 1991
☒	52.240-91	SECURITY PROHIBITIONS AND EXCLUSIONS	NOV 2025 (DEVIATION)
☐	52.240-91 Alt I	SECURITY PROHIBITIONS AND EXCLUSIONS, WITH ALTERNATE I	NOV 2025 (DEVIATION)
☐	52.240-92	SECURITY REQUIREMENTS	NOV 2025 (DEVIATION)
☐	52.240-92 Alt II	SECURITY REQUIREMENTS WITH ALTERNATE II	NOV 2025 (DEVIATION)
☐	52.240-93	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS	NOV 2025 (DEVIATION)
☐	52.242-5	PAYMENTS TO SMAL BUSINESS SUBCONTRACTORS	JAN 2017
☒	52.242-13	BANKRUPTCY	JUL 1995
☐	52.244-2	SUBCONTRACTS	JUN 2020
☒	52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	NOV 2025 (DEVIATION)
☒	52.245-1	GOVERNMENT PROPERTY	SEP 2021
☐	52.245-2	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES	APR 2012
☒	52.245-9	USE AND CHARGES	APR 2012
☐	52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	NOV 2025 (DEVIATION)
☐	52.247-64 Alt I	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS, WITH ALTERNATE I	APR 2003
☐	52.247-64 Alt II	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS, WITH ALTERNATE II	NOV 2021

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 before the contract expires.

(End of clause)

52.217-9	**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 before the contract expires provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 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 2 years.

(End of clause)

52.219-14	LIMITATIONS ON SUBCONTRACTING	NOV 2025 (DEVIATION)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Definition. Similarly situated entity*, as used in this clause, means a first-tier subcontractor, including an independent contractor, that—

(1) Has the same small business program status as that which qualified the prime contractor for the award (*e.g.*, for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) *Applicability.* This clause applies only to—

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.105, 19.106, 19.107, and 19.108;

(4) Orders expected to exceed the simplified acquisition threshold and that are set aside for small business concerns under multiple-award contracts, as described in 8.4 and 16.5;

(5) Orders, regardless of dollar value, that are set aside in accordance with section 19.105, 19.106, 19.107, and 19.108 under multiple-award contracts, as described in 8.4 and 16.5; and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) *Independent contractors.* An independent contractor shall be considered a subcontractor.

(e) By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause—

☒ By the end of the base term of the contract and then by the end of each subsequent option period; or

☐ By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of Clause)

52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES	MAY 2014

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the *contracting* agency subject to the provisions of 5 U.S.C.5341 or 5 332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION		
Grade	Hourly Rate	Fringes
GS-09, Step 3	$36.65	22%

(End of Clause)

52.237-7	INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE	NOV 2025 (DEVIATION)

(a)It is expressly agreed and understood that this is a non-personal 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: $1,000,000.00 per claim; $3,000,000.00 aggregate.

(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)

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):

Revolutionary FAR Overhaul - FAR Overhaul - FAR Part Deviation Guidance | Acquisition.GOV

Federal Acquisition Regulation - https://www.acquisition.gov/browse/index/far

Department of Health and Human Services Acquisition Regulation – https://www.acquisition.gov/hhsar

(End of clause)

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 Department of Health and Human Services (48 CFR Chapter 3) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

The following Department of Health and Human Services Acquisition Regulation clauses also apply:

☒	352.203-70	ANTI-LOBBYING	DEC 2015

☒	352.208-70	PRINTING AND DUPLICATION	DEC 2015
☐	352.211-3	PAPERWORK REDUCTION ACT	DEC 2015
☐	352.219-71	MENTOR-PROTÉGÉ PROGRAM REPORTING REQUIREMENTS	JAN 2010
☒	352.223-70	SAFETY AND HEALTH	DEC 2015
☒	352.224-70	PRIVACY ACT	DEC 2015
☒	352.226-6	INDIAN ECONOMIC ENTERPRISE SUBCONTRACTING LIMITATIONS	MAR 2022
☐	352.227-70	PUBLICATIONS AND PUBLICITY	DEC 2015
☐	352.231-70	SALARY RATE LIMITATION	DEC 2015
☒	352.237-70	PRO-CHILDREN ACT	DEC 2015
☒	352.237-71	CRIME CONTROL ACT – REPORTING OF CHILD ABUSE	DEC 2015
☒	352.237-72	CRIME CONTROL ACT – REQUIREMENTS FOR BACKGROUND CHECKS	DEC 2015
☒	352.237-73	INDIAN CHILD PROTECTION AND FAMILY VIOLENCE ACT	DEC 2015

352.224-71	**CONFIDENTIAL INFORMATION**	**DEC 2015**

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

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

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

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

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

(i) The publication or dissemination of the following types of information are restricted under this contract: Privacy Act of 1974, and the Health Insurance Portability and Accountability Act of 1996.

(ii) The reason(s) for restricting the types of information identified in subparagraph (i) is/are: National Security, Internal Agency Rules, Statutory Exemption, Confidential Business Information, Personal Privacy, Law Enforcement, etc.

(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.

(End of Clause)

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 shall include a copy of the Contracting Officer's written authorization with each payment request.

(End of clause)

352.237-75	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.

Name: TBD
Available Service Dates: TBD
Agreed-upon Absence Date(s): TBD

(End of clause)

The following local Indian Health Service, Navajo Area terms also apply:

NAIHS-ACQ-01	NON-PERSONAL SERVICES	DEC 2020

The Government shall neither supervise Contractor employees nor control the method by which the Contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual Contractor employees. It shall be the responsibility of the Contractor to manage its employees and to guard against any actions that are of a personal services nature, or give the perception of personal services. If the Contractor believes that any actions constitute, or are perceived to constitute personal services, it shall be the Contractor's responsibility to notify the Contracting Officer (CO) immediately.

(End of clause)

NAIHS-ACQ-02	NON-PERSONAL HEALTH CARE SERVICES	DEC 2020

In accordance with FAR 37.401, this is a non-personal health care services contract, as defined in FAR 37.101, under which the contractor is an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over the medical, professional aspects of services rendered. The Contractor indemnifies the Government for any liability producing act or omission by the Contractor, its employees and agents occurring during contract performance. The Contractor must maintain medical liability insurance in the coverage amounts identified in the clause at 52.237-7 Indemnification and Medical Liability Insurance, which must flow down to any of the Contractor's subcontracts for provisions of health care services.

(End of clause)

NAIHS-ACQ-06	IMPLEMENTATION OF INDIAN HEALTH MANUAL PART 3, CHAPTER 20, PROTECTING CHILDREN FROM SEXUAL ABUSE BY HEALTH CARE PROVIDERS	JUL 2021

Indian Health Manual Part 3, Chapter 20 establishes policy for Protecting Children from Sexual Abuse by Health Care Providers. All Indian Health Service contractors must complete a government-provided, training module associated with this policy as an integral part of the onboarding process, but no more than 30 days from the date of onboarding. Failure to complete the mandatory training may be cause for adverse action from a minimum of temporary suspension, to a maximum of termination, from appointment.

The Contractor is required to flow down this clause in any subcontract for commercial or non-commercial item. The extent of the flow down shall be as required by the clause.

(End of Clause)

NAIHS-ACQ-08	CONTRACTING OFFICER'S REPRESENTATIVE	NOV 2025

(a) *Definition.* "Contracting Officer's Representative (COR)" means an individual, including a contracting officer's technical representative (COTR), designated and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) Per FAR Subpart 1.404(a): The Contracting Officer (CO) determines that this contract requires a Contracting Officer Representative (COR).The Contracting Officer Representative (COR) is:

Aaron Yuselew, COR Level II

(c) Upon award, the COR will receive a copy of the written designation, specifying the extent of the COR's authority on behalf of the CO.

(d) *Limitations.*

(1) The COR has no authority to make any commitments or changes that affect price, quality, quantity, delivery, or other terms and conditions of the contract.

(2) The COR must not direct the contractor or its subcontractors to operate in conflict with the contract terms and conditions.

(End of Clause)

NAIHS-ACQ-09	UNAUTHORIZED COMMITMENTS	NOV 2025

(a) Definitions.

Contracting Officer means a person with the authority to enter into, administer, and/or terminate contracts and make related determination and findings.

Ratification means the act of approving an unauthorized commitment by an official who has the authority to do so.

Unauthorized Commitment (UAC) means an agreement that is not binding solely because the Government representative who made it lacked the authority to enter into that agreement on behalf of the Government.

(b) Policy.

The Government is not bound by agreements with, or contractual commitments made to, prospective contractors by individuals who do not have delegated contracting authority. Unauthorized commitments do not follow the appropriate process for the expenditure of Government funds. Consequently, the Government may not be able to ratify certain actions, putting a contractor at risk for taking direction from a Federal official other than the contracting officer (see FAR 1.403-2). Government employees responsible for unauthorized commitments are subject to disciplinary action. Contractors perform at their own risk when accepting direction from unauthorized officials. Failure to follow statutory and regulatory processes for the expenditure of Government funds is a very serious matter.

(c) Procedure.

Any agreement, modification, or change to a contractual agreement made by a government personnel who lack authority will be deemed an unauthorized commitment. The Government is

not liable to the Contractor or under the terms of the contract, financially or otherwise – unless the unauthorized commitment successfully passes the ratification process.

The ratification process does not have any lead time, nor does the Government make any promise that an unauthorized commitment will be ratified and, therefore, the Contractor would be paid. The Contractor proceeds at its own risk if any of the terms of the contract are altered, changed, or modified without the written concurrence by a Contracting Officer.

(End of Clause)

NAIHS-ACQ-10	CONTRACTOR PERFORMANCE ASSESSMENT	NOV 2025

(a) **Policy.** Past performance evaluations shall be prepared at least annually and at the time the work under a contract or order is completed. Past performance evaluations are required for contracts and orders as specified in paragraphs (b) of this section, including contracts and orders performed outside the United States. These evaluations are generally for the entity, division, or unit that performed the contract or order. Past performance information shall be entered into CPARS, the Government-wide evaluation reporting tool for all past performance reports on contracts and orders. Instructions for submitting evaluations into CPARS are available at http://www.cpars.gov/.

(b) **Applicability.** The contracting office will evaluate and document contractor performance for the following types of actions:

(1) Contracts and orders for supplies or services that exceed the simplified acquisition threshold;
(2) Construction contracts that exceed $900,000;
(3) Architect-engineer services contracts of $45,000 or more;
(4) Any contract action in (b)(1), (b)(2), or (b)(3) less than the aforementioned thresholds but a modification increases their value to exceed the thresholds; and
(5) Any termination for default for construction or architect-engineer services regardless of value.

(c) **Procedures.**
(1) The contracting office shall –
   a. Assign responsibility and management accountability for the completeness of past performance submissions.
   b. Generally, provide for input to the evaluations from the technical office, contracting office, program management office, and where appropriate, quality assurance and end users of the product or service;
   c. Identify and assign past performance evaluation roles and responsibilities to those individuals responsible for preparing and reviewing interim evaluations, if prepared, and final evaluations (*e.g.*, contracting officers, contracting officer representatives, project managers, and program managers). Those individuals identified may obtain information for the evaluation of performance from the program office, administrative contracting office, audit office, end users of the product or service, and any other technical or business advisor, as appropriate; and

d. Address management controls and appropriate management reviews of past performance evaluations, to include accountability for documenting past performance on CPARS.

(2) The evaluation should include a clear, non-technical description of the principal purpose of the contract or order. The evaluation should reflect how the contractor performed. The evaluation should include clear relevant information that accurately depicts the contractor's performance, and be based on objective facts supported by program and contract or order performance data. The evaluations should be tailored to the contract type, size, content, and complexity of the contractual requirements.

(3) Evaluation factors for each assessment shall include, at a minimum, the following:

(a) Technical (quality of product or service).
(b) Cost control (not applicable for firm-fixed-price or fixed-price with economic price adjustment arrangements).
(c) Schedule/timeliness.
(d) Management or business relations.
(e) Small business subcontracting, including reduced or untimely payments to small business subcontractors when FAR 19.702(a) requires a subcontracting plan.
(e) Other (as applicable) (e.g., trafficking violations, tax delinquency, failure to report in accordance with contract terms and conditions, defective cost or pricing data, terminations, suspension and debarments, and failure to comply with limitations on subcontracting).

(End of Clause)

NAIHS-ACQ-11	CONTRACTOR PERSONNEL SECURITY AND ACCESS	MAY 2025

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

Agency access means access to NAIHS facilities, sensitive information, information systems or other NAIHS resources.

Applicant means a contractor employee for whom the Contractor applies for a NAIHS identification card.

Contractor employee means a prime contractor and subcontractor employee who requires agency access to perform work under a NAIHS contract.

Identification card (or "ID card") means a government issued or accepted identification card such as a Personal Identity Verification (PIV) card.

Issuing office means the NAIHS entity that issues identification cards to contractor employees.

Local security servicing organization means the NAIHS entity that provides security services to the NAIHS organization sponsoring the contract.

(b) *Risk and sensitivity level designations.* For contracts requiring access to NAIHS facilities, sensitive information, information systems or other NAIHS resources, contractor employees will be required to complete background investigations, identity proofing, and government identification card application procedures to determine suitability for access. NAIHS will assign a risk and sensitivity level designation to the overall contract and/or to contractor employee positions by category, group or individual. The risk and sensitivity level designations will be the basis for determining the level of personnel security processing required for contractor employees. The following risk and sensitivity level designations and associated level of processing are required, and each level includes the prior levels—

(1) Tier 1 Non-Sensitive, Low risk level: National Agency Check with Written Inquiries (NACI);

(2) Tier 2 Non-Sensitive (Public Trust), Moderate risk level: Minimum Background Investigation (MBI); and

(3) Tier 4 Non-Sensitive (Public Trust), High risk level: Background Investigation.

(c) *Pre-screening of contractor employees.* The Contractor must pre-screen individuals designated for employment under any NAIHS contract by verifying minimal suitability requirements to ensure that only candidates that appear to meet such requirements are considered for contract employment, and to mitigate the burden on the Government of conducting background investigations on objectionable applicants. The Contractor must exercise due diligence in pre-screening all employees prior to submission to NAIHS for agency access. NAIHS may decline to grant agency access to a contractor employee for reasons including, but not limited to the following activities under 5 CFR 731, P.L. 101-630, and P.L. 101-647—

(1) Conviction of a felony, a crime of violence, or a misdemeanor involving moral turpitude;

(2) Falsification of information entered on forms or of other documents submitted;

(3) Improper conduct including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct adverse to the Government regardless of whether the conduct is directly related to the contract; and

(4) Any behavior judged to pose a potential threat to NAIHS facilities, sensitive information, information systems or other resources.

(d) *Citizenship status.* The Contractor must monitor a non-citizen's continued authorization for employment in the United States. The Contractor must provide documentation to the Contracting Officer or the Contracting Officer's Representative (COR) during the background investigation process that validates that the E-Verify requirement has been met for each contractor employee. If applicable, refer to the incorporated clause at 52.222-54 Employment Eligibility Verification.

(e) *Background investigation and adjudication.* A contractor employee must have a suitable pre-employment adjudication of background investigation before NAIHS will issue an ID card to the contractor employee granting access to NAIHS facilities, sensitive information, information systems or other NAIHS resources. NAIHS may accept favorable adjudications of background investigations from other Federal agencies when applicants have held PIV cards issued by those agencies with no break in service. A favorable adjudication does not preclude NAIHS from initiating a new investigation when deemed necessary. At a minimum, the FBI National Criminal History Check (fingerprint check) must be favorably completed before a NAIHS identification card can be issued. Each Contractor must use the Office of Personnel Management's (OPM) e-APP system to complete any required investigative forms.

Instructions for obtaining fingerprints will be provided by the COR or Contracting Officer. The NAIHS Personnel Security Office is responsible for adjudicating the suitability of contractor employees.

(f) *Agency access denied.* Upon contract award, NAIHS will initiate the agency access procedure for all contractor employees requiring access to NAIHS facilities, sensitive information, information systems and other NAIHS resources for contract performance. NAIHS may deny agency access to any individual about whom an adverse suitability determination is made. Failure to submit the required security information or to truthfully answer all questions shall constitute grounds for denial of access. The Contractor must not direct its employees to work under the contract until the COR or Contracting Officer provides notice of approval. Where a proposed contractor employee is denied agency access by the Government or, if for any reason a proposed application is withdrawn by the Contractor during the agency access process, the additional costs and administrative burden for conducting additional background investigations caused by a lack of effective prescreening or planning on the part of the Contractor may be considered as part of the Contractor's overall performance evaluation.

(g) *Identification card application process.* The Contracting Officer (CO) or COR will be the NAIHS ID card Sponsor and point of contact for the Contractor's application for a NAIHS ID card. The CO/COR shall review the NAIHS ID card request before sending the requested applicant's information to Personnel Security Office. An applicant may be issued either a Personal Identity Verification (PIV) card that meets the standards of Homeland Presidential Security Directive (HSPD–12). The following applies—

(1) PIV card. The applicant must complete the e-App on-line application for a PIV card;

(2) The applicant must provide two forms of identity source documents in original form to NAIHS. The identity source documents must come from the list of acceptable documents included in Form F–9, OMB No. 1115–0136, Employment Eligibility Verification. At least one document must be a valid State or Federal government-issued picture identification. For a PIV card, the applicant may be required to appear in-person a second time for enrollment and activation.

(h) *Identification card custody and control.* The Contractor is responsible for the custody and control of all forms of government identification issued by NAIHS to contractor employees for access to NAIHS facilities, sensitive information, information systems and other NAIHS resources. The Contractor shall:

(1) Provide a listing of personnel for whom an identification (ID) card is requested to the COR or PM who will provide a copy of the listing to the card issuing office. This may include Contractor and subcontractor personnel. Follow issuing office directions for submittal of an application package(s).

(2) While visiting or performing work on a NAIHS facility, as specified by the issuing office, PM or COR, ensure that contractor employees prominently display their ID card.

(3) Immediately notify the COR or, if the COR is unavailable, the Contracting Officer when a contractor employee's status changes and no longer requires agency access (*e.g.,* employee's transfer, completion of a project, retirement, removal from work on the contract, or termination of employment) that may affect the employee's eligibility for access to the facility, sensitive information, or resources.

(4) Promptly deliver to the issuing office: (a) all ID cards assigned to an employee who no longer requires access to the facility; and (b) all expired ID cards within five (5) days of their expiration or all cards at time of contract termination, whichever occurs first.

(5) Immediately report any lost or stolen ID cards to the issuing office and follow its instructions.

(i) The Contractor is responsible for maintaining and safeguarding the NAIHS ID card upon issuance to the contractor employee. The Contractor must ensure that contractor employees comply with NAIHS requirements concerning the renewal, loss, theft, or damage of an ID card. The Contractor must immediately notify the COR or, if the COR is unavailable, the Contracting Officer when an ID card is lost, stolen or damaged.

(ii) Failure to comply with the requirements for custody and control of NAIHS ID cards may result in withholding final payment or contract termination based on the potential for serious harm caused by inappropriate access to NAIHS facilities, sensitive information, information systems or other NAIHS resources.

(iii) Specific actions and activities are required in certain events—

(A) Renewal. A contractor employee's NAIHS issued ID card is valid for a maximum of five years or until the contract expiration date (including option periods), whichever occurs first. The renewal process should begin six weeks before the PIV card expiration date. If a PIV card is not renewed before it expires, the contractor employee will be required to sign-in daily for facility access and may have limited access to information systems and other resources.

(B) Lost/stolen. Immediately upon detection, the Contractor or contractor employee must report a lost or stolen NAIHS ID card to the COR, or if the COR is unavailable, the Contracting Officer, the issuing office, or the local servicing security organization. The Contractor must submit an incident report within 48 hours, through the COR or, if the COR is unavailable, the Contracting Officer, the issuing office, or the local security servicing organization describing the circumstances of the loss or theft. The Contractor must also report a lost or stolen PIV card through the NAIHS on-line registration system. If the loss or theft is reported by the Contractor to the local police, a copy of the police report must be provided to the COR or Contracting Officer. From the date of notification to NAIHS, the Contractor must wait three days before getting a replacement ID card. During the 3-day wait period, the contractor employee must sign in daily for facility access.

(C) Replacement. An ID card will be replaced if it is damaged, contains incorrect data, or is lost or stolen for more than 3 days, provided there is a continuing need for agency access to perform work under the contract.

(D) Surrender of ID cards. Upon notification that routine access to NAIHS facilities, sensitive information, information systems or other NAIHS resources is no longer required, the Contractor must surrender the NAIHS issued ID card to the COR, or if the COR is unavailable, the Contracting Officer, the issuing office, or the local security servicing organization in accordance with agency procedures.

(i) *Flow down of clause.* The Contractor is required to include this clause in any subcontracts at any tier that require the subcontractor or subcontractor's employees to have access to NAIHS facilities, sensitive information, information systems or other resources.

(End of clause)

NAIHS-ACQ-18	COVERED ENTITIES AND BUSINESS ASSOCIATES	APR 2025

The *Standards for Privacy of Individually Identifiable Health Information* ("Privacy Rule") establishes, for the first time, a set of national standards for the protection of certain health information. The U.S. Department of Health and Human Services ("HHS") issued the Privacy Rule to implement the requirement of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").[1] The Privacy Rule standards address the use and disclosure of individuals' health information—called "protected health information" by organizations subject to the Privacy Rule — called "covered entities," as well as standards for individuals' privacy rights to understand and control how their health information is used. Within HHS, the Office for Civil Rights ("OCR") has responsibility for implementing and enforcing the Privacy Rule with respect to voluntary compliance activities and civil money penalties.

A major goal of the Privacy Rule is to assure that individuals' health information is properly protected while allowing the flow of health information needed to provide and promote high quality health care and to protect the public's health and well being. The Rule strikes a balance that permits important uses of information, while protecting the privacy of people who seek care and healing. Given that the health care marketplace is diverse, the Rule is designed to be flexible and comprehensive to cover the variety of uses and disclosures that need to be addressed.

Individuals, organizations, and agencies that meet the definition of a covered entity under HIPAA Rules at 45 CFR 160.103 must comply with the Rules' requirements to protect the privacy and security of health information and must provide individuals with certain rights with respect to their health information. If a covered entity engages a business associate to help it carry out its health care activities and functions, the covered entity must have a written business associate contract or other arrangement with the business associate that establishes specifically what the business associate has been engaged to do and requires the business associate to comply with the Rules' requirements to protect the privacy and security of protected health information. In addition to these contractual obligations, business associates are directly liable for compliance with certain provisions of the HIPAA Rules.

Under this contract the contractor and its employees agree to the Business Associate Agreement labeled as Attachment D that has been incorporated into this solicitation or contract.

(End of Clause)

NAIHS-ACQ-19	REAL ID ACT	MAY 2025

In alignment with the Department of Homeland Security (DHS) and the Transportation Security Administration (TSA), the U.S. Department of Health and Human Services (HHS) will fully implement and enforce REAL ID Act requirements for all HHS facility access beginning May 7, 2025. All individuals entering HHS-owned, leased, or operated facilities must present a REAL ID-compliant

credential or another federally approved form of identification. Below is the list of acceptable forms of ID.

- State-issued Enhanced Driver's License
- U.S. passport
- U.S. passport card
- DHS trusted traveler cards (Global Entry, NEXUS, SENTRI, FAST)
- U.S. Department of Defense ID, including IDs issued to dependents
- Permanent resident card
- Border crossing card
- An acceptable photo ID issued by a federally recognized Tribal Nation/Indian Tribe, including Enhanced Tribal Cards (ETCs)
- HSPD-12 PIV card
- Foreign government-issued passport
- Canadian provincial driver's license or Indian and Northern Affairs Canada card
- Transportation worker identification credential
- U.S. Citizenship and Immigration Services Employment Authorization Card (I-766)
- U.S. Merchant Mariner Credential
- Veteran Health Identification Card (VHIC)

(End of clause)

NAIHS-ACQ-20	PROTECTING FEDERAL EMPLOYEES AND THE PUBLIC FROM EXPOSURE TO TOBACCO SMOKE IN THE FEDERAL WORKPLACE	APR 2026

In accordance with Executive Order 13058 "Protecting Federal Employees and the Public from Exposure to Tobacco Smoke in the Federal Workplace," and the Assistant Secretary for Health memorandum "Prohibition of Tobacco Use in HHS Occupied Facilities," the use of tobacco products, in any form, is strictly prohibited at IHS-operated properties including, but not limited to:

1. All interior and exterior spaces of IHS-operated properties.
2. All HIS-operated spaces in multi-tenant buildings.
3. All Government vehicles regardless of their location.
4. Private vehicles while on IHS property.

The IHS continues to recognize the value and efficacy of patients' traditional beliefs and ceremonial practices. The use of tobacco products for ceremonial purposes is allowed in the designated traditional healing room, including any space designated for a ceremony, or in a patient's hospital room.

To the maximum extent practicable, Contractor must notify the Contracting Officer's Representative in advance of using tobacco products in a ceremony.

(End of Clause)

Quotes are due:

DATE: August 19, 2026
TIME: 12:00 pm MST

LOCATION: Gallup Indian Medical Center, email all quotes to felecia.chavez@ihs.gov.

For additional information or questions about the solicitation, contact Felecia Chavez, Contract Specialist at felecia.chavez@ihs.gov.