**COMBINED SYNOPSIS/SOLICITATION TEMPLATE IAW RFO 12.202.**

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. IHS1520654_01 is issued as a request for quotation (RFQ) for (1) Pediatric Nurse Practitioner nonpersonal services. The North American Industry Classification System (NAICS) code 561320 with an associated small business standard of $34.0 million.

This acquisition is an Indian Small Business Economic Enterprise (ISBEE) set aside solicitation. 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 | | | | | |
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| CLIN NO. | Description | Quantity | Unit | Price | Extended Price |
| 1 | Base Period: 10/01/2026 – 09/30/2027<br>Pediatric Nurse Practitioner nonpersonal services: All-inclusive<br>Regular/Overtime: | 2080 | Hours | $ | $ |
| 2 | First Option Period: 10/01/2027 – 09/30/2028<br>Pediatric Nurse Practitioner nonpersonal services: All-inclusive<br>Regular/Overtime: | 2080 | Hours | $ | $ |
| | | | | TOTAL | $ |

Services shall be performed in accordance with the attached Performance Work Statement (PWS). Performance Work Statement is included as an attachment.

The period of performance (or delivery) is 10/01/2026 – 09/30/2028

Base Period: 10/01/2026 – 09/30/2026
First Option Period: 10/01/2027 – 09/30/2028

| **52.212-1** | **INSTRUCTIONS TO OFFERORS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES** | **NOV 2025 (DEVIATION)** |
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Addenda are included. 52.212-1 Instructions to Offerors – Commercial Products and Commercial Services - Submission of Offers. All offers must include the following information and submitted at or before the date and time specified in this solicitation.

(a) *Submission of offers*. All quotes must include the following information and emailed to the Contracting Officer (CO): Whitney Shorty, Contract Specialist, 928-674-7489, whitney.shorty@ihs.gov at or before the exact time specified in this solicitation. As a minimum, offers shall include—

(1) The solicitation number;

(2) The name, address, telephone number of the Offeror;
(3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;
(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;

a) **Volume 1 – Label "Administrative Documents."** Provide a completed IHS IEE Representation Form attachment. Quotes that fail to provide required administrative documents or reject the Terms and Conditions of the solicitation may be excluded from consideration.

b) **Volume 2 – Label "Technical Capability of Vendor."** Volume shall not exceed 15 pages. The quoter shall provide the following information:

   1) Provide evidence that you can meet or exceed the requirements outlined in Performance Work Statement (PWS). Provide a detailed approach that outlines how the requirements of the PWS will be met.
   2) Provide a detailed plan of how Key Personnel will be recruited and retained at all times for the performance period of the requirements including if any or all options are exercised, as unreasonably long gaps between Key Personnel placement cause critical interruptions to service

c) **Volume 3 – Label "Qualification Requirements of Key Personnel."** Identify key personnel and provide evidence they meet the qualifications stated in the PWS, Section 6.0 Contractor Qualification Requirements. Provide complete Key Personnel Profile which must include the following items. If not provided, then key personnel will not be considered for award:
   - Resume with experience as listed in PWS
   - Provide copy of current RN License **and** APN License
   - Provide copy of Certification of APN **and** Specialty
   - Provide copy of current Doctor of Nursing Practice Degree (if applicable)
   - Provide copy of current Basic Life Support (BLS) card.
   - Provide copy of valid current Drug Enforcement Administration (DEA) License

   Duplicate key personnel submissions from different agencies will be removed from award consideration, with no exceptions. The Government will not be interviewing candidates. Limit number of key personnel submitted to no more than 2 key personnel.

**NO PRICING INFORMATION SHALL BE INCLUDED IN VOLUMES 2 and 3.**

d) **Volume 4 – Label "Price."** Provide detailed pricing aligned with the technical approach on Schedule of Items. Provide hourly rate and breakdown of the hourly rate to include the actual amount paid to key personnel, overhead, direct and indirect costs, fringe benefits, and profit. Include a narrative that supports the pricing and indicate any discount terms. All prices, base and option CLINs, must be quoted or the quote may not be considered. Volume shall not exceed 2 pages.

Submission Format:

- All Documentation must be in PDF format. Failure to follow instructions and/or to provide required information may render proposal nonresponsive or unacceptable and will be removed from award consideration.
- Each volume must be submitted as a separate file with clear labeling (e.g., Volume I "Administrative Documents, etc.)
- The email subject line should reference the solicitation number and quoter name.
- Questions and Answers (Q&A) Period: The due date for all questions associated with this solicitation is (10) days before of offer due date. Questions requesting changes to solicitation/contract requirements will be considered only when supported by specific reasoning about how the change would increase competition/benefit the Government.

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

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

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

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

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

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

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

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

(d) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

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

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

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

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

(4) A summary of the rationale for award.

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

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

(End of provision)

| 52.212-2 | EVALUATION – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES | NOV 2025 (DEVIATION) |
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(a) Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible quoter 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:

1. Technical Capability of Vendor
2. Qualification Requirements of Key Personnel
3. Price

Technical Capability of Vendor and Qualification Requirements of Key Personnel when combined, are Significantly more important than cost or price, and all non-price factors are of equal importance. There will be no discussions.

(b) Options (if applicable). The Government will evaluate quotes for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an 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 an 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:

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| ☒ | 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) |

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| ☐ | 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)** |
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(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) |
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(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) |
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(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) |
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(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)

| 52.229-11 | TAX ON CERTAIN FOREIGN PROCUREMENTS – NOTICE AND REPRESENTATION | AUG 2025 (DEVIATION) |
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(a) *Definitions*. As used in this provision—

*Foreign person* means any person other than a United States person.

*Specified Federal procurement payment* means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area of the United States.

*United States person* as defined in 26 U.S.C. 7701(a)(30) means

(1) A citizen or resident of the United States;
(2) A domestic partnership;
(3) A domestic corporation;
(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and
(5) Any trust if–
(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and
(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror may claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service (IRS) Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that

(1) It □ is □ is not a foreign person; and
(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that—I am claiming on the IRS Form W-14 □ a full exemption, or □ partial or no exemption [*Offeror must select one*] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then—

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and
(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the IRS as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to https://www.irs.gov/help/tax-law-questions.

(End of provision)

| **52.233-2** | **SERVICE OF PROTEST** | **NOV 2025 (DEVIATION)** |
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(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.

*Whitney Shorty, Contract Specialist, whitney.shorty@ihs.gov*

*Chinle Comprehensive Health Care Facility, PO Drawer PH Highway 191 Hospital Drive, Chinle, Arizona 86503*

(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 |
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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 |
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(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:

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| ☐ | 352.219-70 | MENTOR-PROTÉGÉ PROGRAM | DEC 2015 |
| ☐ | 352.223-71 | INSTRUCTIONS TO OFFERORS – SUSTAINABLE ACQUISITION | DEC 2015 |
| ☒ | 352.226-5 | NOTICE OF INDIAN ECONOMIC ENTERPRISE SET ASIDE | MAR 2022 |

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| ☒ | 352.226-4 | NOTICE OF INDIAN SMALL BUSINESS 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 (MAY 2024),** Alternative 1 applies to this acquisition. Addenda are not included.

## The following Federal Acquisition Regulation clauses also apply:

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| ☒ | 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) |

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| ☐ | 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) |

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| ☐ | 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 |

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| ☐ | 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) |
| ☒ | 52.226-8 | 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) |

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| ☒ | 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 *5* 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)

| 52.237-7 | 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 occurrence, $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 |
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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:**

| | | | |
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| ☒ | 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 |
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| 352.224-71 | CONFIDENTIAL INFORMATION | DEC 2015 |
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(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: safeguard individual privacy from misuse of federal record, balancing the government's need to maintain records with individuals' right to privacy, access and corrections, and protecting sensitive health information from unauthorized disclosure.

(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.

(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:

*TBD at time of award*

(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 |
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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 B that has been incorporated into this solicitation or contract.

(End of Clause)

| NAIHS-ACQ-19 | REAL ID ACT | MAY 2025 |
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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 |
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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)

Offers are due:

DATE: 08/21/2026
TIME: 500 pm MST
LOCATION: Submit quotes and Volumes via email address to whitney.shorty@ihs.gov

For additional information or questions about the solicitation, contact *Whitney Shorty, Contract Specialist, 928-674-7489, whitney.shorty@ihs.gov*

List of Attachments:
- Performance Work Statement Pediatric Nurse Practitioner
- Business Associate Agreement
- IHS IEE Representation Form