

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER		PAGE OF 1 57	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER 75H71026Q00019		6. SOLICITATION ISSUE DATE 12/16/2025
7. <b>FOR SOLICITATION INFORMATION CALL:</b>		a. NAME FELECIA CHAVEZ			b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE/LOCAL TIME 12/26/2025 1500 MS
9. ISSUED BY CODE 51  Gallup Indian Medical Center Acquisition Department 1808 W. Aztec Avenue Gallup NM 87301				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/> 8(A) NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 561320 SIZE STANDARD: \$34			
11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> REQUEST FOR QUOTE (RFQ) <input type="checkbox"/> INVITATION FOR BID (IFB) <input type="checkbox"/> REQUEST FOR PROPOSAL (RFP)	
15. DELIVER TO CODE  Gallup Indian Medical Center 1808 W. Aztec Ave Gallup New Mexico 87301				16. ADMINISTERED BY CODE 51  Gallup Indian Medical Center Acquisition Department 1808 W. Aztec Avenue Gallup NM 87301			
17a. CONTRACTOR/ OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE			
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	This contract is subject to the electronic payment process by the Department of Treasury. All invoices complying to the requirements at 52.212-4(g) must be submitted through www.ipp.gov. For additional information, refer to the incorporated clause at 352.232-71 Electronic Submission of Payment Requests (FEB 2022).  The Government will keep the solicitation posted and open for quotes until December 26, 2025.  (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Government Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)			30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)			31c. DATE SIGNED
				MELISSA S. LAKE			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	<p><b>**Duplicate Candidate submissions from different Agencies may render your quote submission non-responsive.**</b></p> <p>This Acquisition is a ISBEE (Indian Small Business Economic Enterprise) set-aside. Period of Performance: 01/01/2026 to 03/31/2026</p> <p>Contractor shall provide Four (4) Registered Vaccination Nursing Services for the Vaccination Clinic at the Gallup Indian Medical Center, Gallup, New Mexico.</p> <p>This is a Labor-Hour CLIN. Values are estimated that the Contract exceeds at its own risk.</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY ( <i>Print</i> )	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT ( <i>Location</i> )	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

**SECTION B – CONTINUATION OF SF-1449**

THIS PAGE IS INTENTIONALLY LEFT BLANK

## SECTION C – CONTRACT CLAUSES

<b>52.212-4</b>	<b>CONTRACT TERMS AND CONDITIONS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES - Alternate I (NOV 2025)</b>	<b>NOV 2025 (DEVIATION)</b>
-----------------	---	---------------------------------

**The following Federal Acquisition Regulation clauses also apply:**

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

<input type="checkbox"/>	52.219-6 Alt I	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, WITH ALTERNATE I	NOV 2025 (DEVIATION)
<input type="checkbox"/>	52.219-7	NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE	NOV 2020
<input type="checkbox"/>	52.219-7 Alt I	NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE, WITH ALTERNATE I	MAR 2020
<input type="checkbox"/>	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	NOV 2025 (DEVIATION)
<input type="checkbox"/>	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	NOV 2025 (DEVIATION)
<input type="checkbox"/>	52.219-9 Alt I	SMALL BUSINESS SUBCONTRACTING PLAN, WITH ALTERNATE I	NOV 2025 (DEVIATION)
<input type="checkbox"/>	52.219-9 Alt II	SMALL BUSINESS SUBCONTRACTING PLAN, WITH ALTERNATE II	NOV 2025 (DEVIATION)
<input type="checkbox"/>	52.219-9 Alt III	SMALL BUSINESS SUBCONTRACTING PLAN, WITH ALTERNATE III	NOV 2025 (DEVIATION)
<input type="checkbox"/>	52.219-9 Alt IV	SMALL BUSINESS SUBCONTRACTING PLAN, WITH ALTERNATE IV	NOV 2025 (DEVIATION)
<input type="checkbox"/>	52.219-13	NOTICE OF SET-ASIDE OF ORDERS	MAR 2020
<input type="checkbox"/>	52.219-13 Alt I	RESERVED	
<input type="checkbox"/>	52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN	NOV 2025 (DEVIATION)
<input type="checkbox"/>	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)
<input checked="" type="checkbox"/>	52.219-28	POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION	NOV 2025 (DEVIATION)
<input type="checkbox"/>	52.219-28 Alt I	POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION, WITH ALTERNATE I	NOV 2025 (DEVIATION)
<input type="checkbox"/>	52.219-29	NOTICE OF SET-ASIDE FOR, OR SOLE-SOURCE AWARD TO, ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS CONCERNS	NOV 2025 (DEVIATION)
<input type="checkbox"/>	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)
<input type="checkbox"/>	52.219-32	ORDERS ISSUED DIRECTLY UNDER SMALL BUSINESS RESERVES	MAR 2020
<input type="checkbox"/>	52.219-33	NONMANUFACTURER RULE	NOV 2025 (DEVIATION)
<input checked="" type="checkbox"/>	52.222-3	CONVICT LABOR	NOV 2025 (DEVIATION)
<input type="checkbox"/>	52.222-19	CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES	NOV 2025 (DEVIATION)
<input checked="" type="checkbox"/>	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	NOV 2025 (DEVIATION)
<input checked="" type="checkbox"/>	52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	NOV 2025 (DEVIATION)

<input type="checkbox"/>	52.222-36 ALT I	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES, WITH ALTERNATE I	JUL 2014
<input checked="" type="checkbox"/>	52.222-37	EMPLOYMENT REPORTS ON VETERANS	NOV 2025 (DEVIATION)
<input type="checkbox"/>	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	NOV 2025 (DEVIATION)
<input checked="" type="checkbox"/>	52.222-41	SERVICE CONTRACT LABOR STANDARDS	NOV 2025 (DEVIATION)
<input type="checkbox"/>	52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	NOV 2025 (DEVIATION)
<input checked="" type="checkbox"/>	52.222-44	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS-PRICE ADJUSTMENT	NOV 2025 (DEVIATION)
<input checked="" type="checkbox"/>	52.222-50	COMBATING TRAFFICKING IN PERSONS	NOV 2025 (DEVIATION)
<input type="checkbox"/>	52.222-50 Alt I	COMBATING TRAFFICKING IN PERSONS	NOV 2025 (DEVIATION)
<input type="checkbox"/>	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)
<input type="checkbox"/>	52.222-53	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES— REQUIREMENTS	NOV 2025 (DEVIATION)
<input checked="" type="checkbox"/>	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	NOV 2025 (DEVIATION)
<input checked="" type="checkbox"/>	52.222-55	MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026	NOV 2025 (DEVIATION)
<input checked="" type="checkbox"/>	52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706	NOV 2025 (DEVIATION)
<input type="checkbox"/>	52.223-2	REPORTING OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS	NOV 2025 (DEVIATION)
<input checked="" type="checkbox"/>	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2024
<input type="checkbox"/>	52.223-11	OZONE-DEPLETING SUBSTANCES	NOV 2025 (DEVIATION)
<input type="checkbox"/>	52.223-12	MAINTENANCE, SERVICE, REPAIR, OR DISPOSAL OF REFRIGERATION EQUIPMENT AND AIR CONDITIONERS	NOV 2025 (DEVIATION)
<input type="checkbox"/>	52.223-23	SUSTAINABLE PRODUCTS	NOV 2025 (DEVIATION)
<input checked="" type="checkbox"/>	52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
<input checked="" type="checkbox"/>	52.224-2	PRIVACY ACT	APR 1984
<input checked="" type="checkbox"/>	52.224-3	PRIVACY TRAINING	JAN 2017
<input type="checkbox"/>	52.224-3 ALT I	PRIVACY TRAINING, ITH ALTERNATE I	JAN 2017
<input type="checkbox"/>	52.225-1	BUY AMERICAN-SUPPLIES	NOV 2025 (DEVIATION)

<input type="checkbox"/>	52.225-1 Alt I	BUY AMERICAN-SUPPLIES, WITH ALTERNATE I	OCT 2022
<input type="checkbox"/>	52.225-3	BUY AMERICAN-FREE TRADE AGREEMENTS-ISRAELI TRADE ACT	NOV 2025 (DEVIATION)
	52.225-3 ALT I	RESERVED	
<input type="checkbox"/>	52.225-3 Alt II	BUY AMERICAN-FREE TRADE AGREEMENTS-ISRAELI TRADE ACT, WITH ALTERNATE II	NOV 2025 (DEVIATION)
<input type="checkbox"/>	52.225-3 Alt III	BUY AMERICAN-FREE TRADE AGREEMENTS-ISRAELI TRADE ACT, WITH ALTERNATE III	NOV 2025 (DEVIATION)
<input type="checkbox"/>	52.225-3 Alt IV	BUY AMERICAN-FREE TRADE AGREEMENTS-ISRAELI TRADE ACT, WITH ALTERNATE IV	NOV 2025 (DEVIATION)
<input type="checkbox"/>	52.225-5	TRADE AGREEMENTS	NOV 2023
<input type="checkbox"/>	52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000
<input type="checkbox"/>	52.225-19	CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES	MAY 2020
<input type="checkbox"/>	52.225-26	CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE UNITED STATES	OCT 2016
<input type="checkbox"/>	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	NOV 2025 (DEVIATION)
<input type="checkbox"/>	52.226-5	RESTRICTIONS ON SUBCONTRACTING OUTSIDE DISASTER OR EMERGENCY AREA	NOV 2025 (DEVIATION)
<input type="checkbox"/>	52.226-6	PROMOTING EXCESS FOOD DONATION TO NONPROFIT ORGANIZATIONS	NOV 2025 (DEVIATION)
<input checked="" type="checkbox"/>	52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	MAY 2024
<input type="checkbox"/>	52.229-12	TAX ON CERTAIN FOREIGN PROCUREMENTS	AUG 2025 (DEVIATION)
<input type="checkbox"/>	52.232-18	AVAILABILITY OF FUNDS	APR 1984
<input type="checkbox"/>	52.232-29	TERMS FOR FINANCING OF COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	NOV 2021
<input type="checkbox"/>	52.232-30	INSTALLMENT PAYMENTS OF COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	NOV 2021
<input checked="" type="checkbox"/>	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT	OCT 2018
<input type="checkbox"/>	52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN SYSTEM FOR AWARD MANAGEMENT	JUL 2013
<input type="checkbox"/>	52.232-36	PAYMENT BY THIRD PARTY	NOV 2025 (DEVIATION)
<input checked="" type="checkbox"/>	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	MAR 2023
<input type="checkbox"/>	52.232-90	FAST PAYMENT PROCEDURE	NOV 2025 (DEVIATION)
<input checked="" type="checkbox"/>	52.233-3	PROTEST AFTER AWARD	NOV 2025 (DEVIATION)

<input checked="" type="checkbox"/>	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	NOV 2025 (DEVIATION)
<input checked="" type="checkbox"/>	52.237-2	PROTECTION OF GOVERNMENT BUILDING, EQUIPMENT, AND VEGETATION	APR 1984
<input checked="" type="checkbox"/>	52.237-3	CONTINUITY OF SERVICES	JAN 1991
<input checked="" type="checkbox"/>	52.240-91	SECURITY PROHIBITIONS AND EXCLUSIONS	NOV 2025 (DEVIATION)
<input type="checkbox"/>	52.240-91 Alt I	SECURITY PROHIBITIONS AND EXCLUSIONS, WITH ALTERNATE I	NOV 2025 (DEVIATION)
<input type="checkbox"/>	52.240-92	SECURITY REQUIREMENTS	NOV 2025 (DEVIATION)
<input type="checkbox"/>	52.240-92 Alt II	SECURITY REQUIREMENTS WITH ALTERNATE II	NOV 2025 (DEVIATION)
<input type="checkbox"/>	52.240-93	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS	NOV 2025 (DEVIATION)
<input type="checkbox"/>	52.242-5	PAYMENTS TO SMAL BUSINESS SUBCONTRACTORS	JAN 2017
<input type="checkbox"/>	52.242-13	BANKRUPTCY	JUL 1995
<input checked="" type="checkbox"/>	52.244-2	SUBCONTRACTS	JUN 2020
<input checked="" type="checkbox"/>	52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	NOV 2025 (DEVIATION)
<input checked="" type="checkbox"/>	52.245-1	GOVERNMENT PROPERTY	SEP 2021
<input type="checkbox"/>	52.245-2	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES	APR 2012
<input checked="" type="checkbox"/>	52.245-9	USE AND CHARGES	APR 2012
<input type="checkbox"/>	52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	NOV 2025 (DEVIATION)
<input type="checkbox"/>	52.247-64 Alt I	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS, WITH ALTERNATE I	APR 2003
<input type="checkbox"/>	52.247-64 Alt II	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS, WITH ALTERNATE II	NOV 2021

<b>52.217-8</b>	<b>OPTION TO EXTEND SERVICES</b>	<b>NOV 1999</b>
-----------------	----------------------------------	-----------------

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)



<b>52.222-42</b>	<b>STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES</b>	<b>MAY 2014</b>
------------------	--	-----------------

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-7 Step 4	\$41.61	26%

(End of Clause)

<b>52.237-7</b>	<b>INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE</b>	<b>NOV 2025 (DEVIATION)</b>
-----------------	--	---------------------------------

(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 and \$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)

<b>52.252-2</b>	<b>CLAUSES INCORPORATED BY REFERENCE</b>	<b>FEB 1998</b>
-----------------	--	-----------------

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)

<b>52.252-6</b>	<b>AUTHORIZED DEVIATIONS IN CLAUSES</b>	<b>NOV 2020</b>
-----------------	---	-----------------

(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:**

<input type="checkbox"/>	352.203-70	ANTI-LOBBYING	DEC 2015
<input type="checkbox"/>	352.208-70	PRINTING AND DUPLICATION	DEC 2015
<input type="checkbox"/>	352.211-3	PAPERWORK REDUCTION ACT	DEC 2015
<input type="checkbox"/>	352.219-71	MENTOR-PROTÉGÉ PROGRAM REPORTING REQUIREMENTS	JAN 2010
<input checked="" type="checkbox"/>	352.223-70	SAFETY AND HEALTH	DEC 2015
<input checked="" type="checkbox"/>	352.224-70	PRIVACY ACT	DEC 2015
<input checked="" type="checkbox"/>	352.226-6	INDIAN ECONOMIC ENTERPRISE SUBCONTRACTING LIMITATIONS	MAR 2022
<input type="checkbox"/>	352.227-70	PUBLICATIONS AND PUBLICITY	DEC 2015
<input checked="" type="checkbox"/>	352.231-70	SALARY RATE LIMITATION	DEC 2015
<input checked="" type="checkbox"/>	352.237-70	PRO-CHILDREN ACT	DEC 2015
<input checked="" type="checkbox"/>	352.237-71	CRIME CONTROL ACT – REPORTING OF CHILD ABUSE	DEC 2015
<input checked="" type="checkbox"/>	352.237-72	CRIME CONTROL ACT – REQUIREMENTS FOR BACKGROUND CHECKS	DEC 2015
<input checked="" type="checkbox"/>	352.237-73	INDIAN CHILD PROTECTION AND FAMILY VIOLENCE ACT	DEC 2015

<b>352.232-71</b>	<b>ELECTRONIC SUBMISSION OF PAYMENT REQUESTS</b>	<b>FEB 2022</b>
-------------------	--	-----------------

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

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

- (b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Department of Treasury Invoice Processing Platform (IPP) or successor system. Information regarding IPP, including IPP Customer Support contact information, is available at [www.ipp.gov](http://www.ipp.gov) or any successor site.
- (c) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing in accordance with HHS procedures.
- (d) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer’s written authorization with each payment request.

(End of Clause)

<b>352.237-75</b>	<b>KEY PERSONNEL</b>	<b>DEC 2015</b>
-------------------	----------------------	-----------------

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:**

<b>NAIHS-ACQ-01</b>	<b>NON-PERSONAL SERVICES</b>	<b>DEC 2020</b>
---------------------	------------------------------	-----------------

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)

<b>NAIHS-ACQ-02</b>	<b>NON-PERSONAL HEALTH CARE SERVICES</b>	<b>DEC 2020</b>
---------------------	--	-----------------

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)

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

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)

<b>NAIHS-ACQ-08</b>	<b>CONTRACTING OFFICER'S REPRESENTATIVE</b>	<b>NOV 2025</b>
---------------------	---	-----------------

- (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)

<b>NAIHS-ACQ-09</b>	<b>UNAUTHORIZED COMMITMENTS</b>	<b>NOV 2025</b>
---------------------	---------------------------------	-----------------

(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)

<b>NAIHS-ACQ-11</b>	<b>CONTRACTOR PERSONNEL SECURITY AND ACCESS</b>	<b>MAY 2025</b>
---------------------	---	-----------------

(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)



<b>NAIHS-ACQ-18</b>	<b>COVERED ENTITIES AND BUSINESS ASSOCIATES</b>	<b>APR 2025</b>
---------------------	---	-----------------

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").<sup>1</sup> 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)

<b>NAIHS-ACQ-19</b>	<b>REAL ID ACT</b>	<b>MAY 2025</b>
---------------------	--------------------	-----------------

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)

## **SECTION D – DOCUMENTS, EXHIBITS, ATTACHMENTS, ETC.**

*Attachment A – Performance Work Statement*

*Attachment B – Department of Labor Wage Determinations*

*Attachment C – Indian Health Service Buy Indian Act Indian Economic Enterprise Representation Form*

*Attachment D – Business Associate Agreement*

*Attachment E – Pricing Schedule*

*Attachment F – Nurse Profile Checklist*

**PERFORMANCE WORK STATEMENT (PWS)**  
**NON-PERSONAL SERVICE – NURSING**  
**TABLE OF CONTENTS**  
**Vaccination Nurses**

			Page
1.0		General	2
	1.1	Background	2
	1.2	Scope	2
	1.3	Applicable Documents	3
2.0		Definitions	3-7
3.0		Government Furnished Information, Property & Services	7
	3.1	Information	7
	3.2	Joint Use by the Government and the Contractor	7
	3.3	Contractor Exclusive Use	7
	3.4	Training	7
4.0		Contractor Furnished Equipment	7
	4.1.1	Uniform and Lab Coat	8
	4.1.2	Other Personal Medical Instruments	8
5.0		Performance-Work Statement (PWS) Requirements	8
	5.1	Nursing Duties	8
	5.2	Work Schedule	8-9
	5.3	Conduct	9
	5.4	Performance Evaluation	9
	5.5	Identification of Contractor	9
	5.6	Management of Medical Information	9-10
	5.7	IHS Information Technology Systems	10
6.0		Business Associate Agreement	10
7.0		Contractor Qualification Requirements	10
	7.1	Vaccinations	10
	7.2	License/Registration Certifications	10
8.0		Health requirements/Conditions of Employment	10
	8.1	Medical Evaluation	10
	8.2	Health Requirements/Conditions of Employment	11
	8.3	Immunizations	11
	8.4	Language Requirement and Cultural Awareness	11
	8.5	Information Technology Skills	11
	8.6	Orientation	11
	8.7	Background Checks	11-12
9.0		Technical Direction	12
10.0		Performance Work Statement (PWS)-Matrix	13
11.0		List of Attachments and Exhibits	14

**1.0 General:** This performance work statement describes the requirements for **Non-Personal Service Contract for Nursing Services** to support the mission of the Indian Health Service (IHS).

**1.1 Background:** IHS is an agency within the U.S. Department of Health and Human Services and is responsible for providing federal health services to American Indians and Alaska Natives. The provision of health services to members of federally recognized tribes grew out of the special government to government relationship between the federal government and Indian tribes. The IHS is the principal federal health care provider and health advocate for the Indian people. The goal is to assure that comprehensive, culturally acceptable personal and public health services are available and accessible to American Indians and Alaska Natives. The IHS currently provides health services to approximately 1.5 million American Indians and Alaska Natives who belong to more than 557 federally recognized tribes in 34 states.

The positions to be filled include: Registered Nurse (RN) for the provision of nursing services that are related to vaccinations.

**1.1.1 Navajo Area Indian Health Service (NAIHS)** administers health centers and hospitals providing health care to approximately 201,583 members of the Navajo Nation. The Navajo Nation is the largest Indian tribe in the United States and has the largest reservation, which encompasses more than 25,516 square miles in northern Arizona, western New Mexico, and southern Utah, with three satellite communities in central New Mexico. The NAIHS is the primary provider of inpatient, ambulatory care, preventive and community health, and environmental health services for members of the Navajo Nation and the San Juan Southern Paiute Tribe.

**1.1.2 Gallup Indian Medical Center (GIMC)** is a Service Unit under the jurisdiction of Navajo Area Indian Health Service located in Gallup, New Mexico. GIMC is a 74-bed inpatient which provides clinical specialties inclusive of Internal Medicine, Cardiology, Anesthesia, OB/GYN, General Surgery, Orthopedics, Podiatry, Ophthalmology, ENT, Radiology, Pathology, Pediatrics, Psychiatry, Emergency Medicine, and Family Medicine. The workload at Gallup is one of the largest in the Indian Health Service with 250,000 outpatient encounters and 5,800 inpatient admissions annually. GIMC has the largest staff of all Navajo Area IHS facilities and is considered a Level 3 trauma hospital.

**1.2 Scope:** The Contractor shall provide nursing services in accordance with section 5.0, performance work statement requirements.

**1.2.1 Duties and responsibilities:** may encompass outpatient and inpatient nursing services to IHS patients.

**1.2.2 Place of Performance:** Services are to be performed at hospitals, clinics, other locations as determined by the GSU to provide needed services and other healthcare facilities of the Navajo Area Indian Health Service within the Gallup Indian Medical Center. The award pricing schedule will identify the exact place of performance.

**1.2.3 Period of Performance:** Will be on a 6-month increment due to the funding

allotment received by the unit.

**1.3 Applicable Documents:** Please see the web link listed unless document is listed as an attachment.

**1.3.1** The Joint Commission (TJC) <http://www.jointcommission.org/>

**1.3.2** Centers for Medicare and Medicaid Services (CMS) Standards  
<http://www.cms.hhs.gov>

**1.3.3** Accreditation Association for Ambulatory Health Care (AAAHHC)  
<http://www.aaahc.org>

**1.3.4** Section 231 of Public Law 101-647, the Crime Control Act of 1990.  
<http://www.icctc.org/Crime%20Control%20Act%20of%201990.pdf>

**1.3.5** Section 4087 of Public Law 101-630, the Indian Child and Family Violence Act.  
<http://www.icctc.org/IHS-BIA%20CPT%20Handbook/PL%20101-630.pdf>

**1.3.6** Health Insurance Portability and Accountability Act (HIPAA) of 1996.  
<http://www.cms.gov/HIPAAGenInfo/>

**1.3.7** Privacy Act of 1974. <http://www.justice.gov/opcl/privacyact1974.htm>

**1.3.8** Revised American Nurses Association Code of Ethics and Standards of Practice and Care (1996) <http://www.nursingworld.org>

**1.3.9** State Nurse Practice Act for the Contractor's licensing state. <http://www.medi-smart.com/>

**1.3.10** IHS Service Unit and Health Center Policies, Procedures and Protocols. (See section 11.0 for a list of attachments and exhibits)

**1.3.11** Computer Security Act of 1980 <http://security.ihs.gov/index.cfm>

**1.3.12** Federal Code of Conduct:  
[https://www.ihs.gov/IHM/index.cfm?module=dsp\\_ihm\\_pc\\_p3c23](https://www.ihs.gov/IHM/index.cfm?module=dsp_ihm_pc_p3c23)

**1.3.13** IHS General Directives  
<http://www.ihs.gov/index.cfm?module=AtoZ&option=index>

**1.3.14** IHS Computer Security Directives: <http://security.ihs.gov/index.cfm>

## 2.0 Definitions

**2.1 Acceptance:** Constitutes acknowledgement that the supplies or services conform to the applicable contract quality and quantity requirements, and subject to other terms and conditions of the contract.

**2.2 Approval:** Acknowledgment by the designated Government official that submittals, deliverables, or administrative documents (e.g., insurance certificates, installation schedules,

planned utility interruptions, etc.) conform to the contractual requirements. Government approval does not relieve the Contractor from responsibility for compliance with contract requirements.

**2.3 Area:** A defined geographical region for Indian Health Service administrative purposes. Each Area Office may administer several Service Units.

**2.4 Business Associate:** Any company or person that is exposed to, handles, or works with the data in medical records is a “Business Associate” of the medical entities they work for.

**2.5 Business Associate Agreement (BAA):** A business associate agreement (BAA) is a contract between a HIPAA-covered entity and a HIPAA business associate (BA). The contract protects personal health information (PHI) in accordance with HIPAA guidelines.

**2.6 Code of Ethics:** The Revised American Nurses Association Code of Ethics and Standards of Practice and Care, published in 1996 by the American Nurses Association which makes explicit primary goals, values and obligations of the nursing profession.

**2.7 Contracting Officer (CO):** A Government employee with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.

**2.8 Contractor:** The Company awarded a legal binding contract to provide supplies and services.

**2.9 Contracting Officer’s Representative (COR):** A federal employee who assists the ordering/issuing activity contracting officer in the administration of task orders issued under this contract. The COR is primarily responsible for the technical assistance and day-to-day program management of the ordering activity’s task orders. Ordering activities may have different designators for this employee (e.g. COR–Contracting Officer’s Representative or GTR – Government Technical Representative,).

**2.10 Contractor Performance Assessment Report:** A report that assesses a contractor’s performance and provides a record, both positive and negative, on a given contract for specific period of time.

**2.11 Cooperative Attitude:** Behavior that is positive and displays a willingness to perform assigned patient care tasks and to be a team player.

**2.12 Cultural Awareness:** Realization and respect for all ethnic background (e.g. American Indian and Alaska Natives).

**2.13 Customer:** Patients, staff and visitors of an IHS service unit and health center.

**2.14 Customer Evaluation/Input:** Written comments made to the Contracting Officer regarding the Contractor’s performance. This is one of the criteria used to evaluate the Contractor’s performance.

**2.15 Dependability:** Qualities of being trusted and being able to repeat the same task to yield the same result.

**2.16 Federal Acquisition Regulation (FAR):** The FAR is the primary regulation for use by all Federal Executive agencies in their acquisition of supplies and services with appropriated funds.

**2.17 Federal Tort Claims Act (FTCA):** The Federal Tort Claims Act (FTCA) is the waiver of sovereign immunity by the United States and provides the exclusive remedy for personal injury, death, and property damages resulting from the negligence of federal employees.

**2.18 Government Vehicle:** An IHS owned motor vehicle or a vehicle leased by IHS through agreements with the General Services Administration (GSA) or through commercial rental agreements.

**2.19 Health Center:** A facility physically separated from a hospital, with a full range of ambulatory services including at least primary care providers, nursing, laboratory, and x-ray which are available at least 40 hours a week for outpatient per Health and Human Services Acquisitions Regulations – the Department of Health and Human Services' supplement to the FAR.

**2.20 Health Insurance Portability and Accountability Act (HIPAA):** A US law designed to provide privacy standards to protect patients' medical records and other health information provided to health plans, doctors, hospitals and other health care providers.

**2.21 Non-Personal Service Contracts:** means a contract under which the personnel rendering the services are not subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees as defined in FAR 37.4.

**2.22 Ordering Activity:** An authorized user of IHS that may issue a task order to obtain required services under this contract.

**2.23 Ordering Activity Contracting Officer:** A Government employee of IHS authorized and warranted to issue task orders and to make subsequent task order modification(s) under this contract. The Ordering Activity CO has the authority to make initial determinations on all matters of dispute regarding task orders.

**2.24 Orientation:** An activity designed to provide basic familiarization of the facility and transition the nurse into the IHS Service Unit and/or Health Center and the nursing unit where the services will be provided.

**2.25 Past Performance Information:** Relevant information regarding a contractor's actions under previously awarded contracts. This includes the contractor's record of conformance to specifications and to standards of good workmanship; the contractor's record of containing



and forecasting costs on any previously performed cost reimbursable contracts; the contractor's adherence to contract schedules, including the administrative aspects of performance; the contractor's history for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the contractor's business-like concern for the interest of the customer.

**2.26 Patient Outcome:** End result of nursing care.

**2.27 Performance Work Statement Matrix:** Lists the services to be monitored and the standards to be applied.

**2.28 Personal Protective Equipment (PPE):** The equipment used to protect medical personnel from exposure to biological, chemical, and radioactive hazards.

**2.29 Quality Assurance Surveillance Plan (QASP):** A written document prepared and used by the government for Quality Assurance surveillance of the contractor's performance.

**2.30 Quality Control Plan (QCP):** Those actions taken by the Contractor to control the quality of services provided. The Contractor's QCP must be equivalent to the Government's Quality Assurance plan.

**2.31 Service Unit:** The local administrative unit of IHS.

**2.32 Standards of Practice and Standards of Care:** Authoritative statements by which the nursing profession describes the responsibilities for which its practitioners are accountable. The standards provide direction for professional nursing practice and a framework for the evaluation of practice. The standards of professional nursing practice may pertain to general or specialty practice.

**2.33 Technical Direction:** A directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section 5 of this contract.

**2.34 Tour of Duty:** The time of day or night the nurse is scheduled to perform nursing care duties; also considered the shift of the day. The time can vary according to the needs of each facility and/or clinic, e.g. 12 hour Tour of Duty, 10 hour Tour of Duty, 8 hour Tour of Duty. Includes weekends and holidays.

**2.35 Vaccination:** treatment with a vaccine to produce immunity against a disease

**2.36 Valid Patient Complaint:** Justifiable accusation made by a patient and supported by investigation.

**2.37 Verifiable Emergency:** An unexpected/unplanned absence by the contractor requiring valid documentation to confirm the occurrence.

### **3.0 Government Furnished Information, Property and Services**

**3.1 Information:** Government unique information related to this requirement, which is necessary for Contractor performance, will be made available to the Contractor. The Contracting Officer or designee will be the point of contact for identification of any required information to be supplied by the Government.

**3.2 Joint Use by the Government and the Contractor:** Except for the property and service listed in 3.3 and 4.0, the Government will provide, for joint use by the Government and the Contractor, all necessary equipment, supplies, and clinic space to perform the services under this contract.

**3.2.1 Government Vehicle:** If required by the position, authorization shall be in accordance with IHS Chapter 12, Section 13 Motor Vehicle Management.

#### **3.3 Contractor Exclusive Use:**

**3.3.1. Personal Protective Equipment (PPE).** The Government will furnish the Contractor with appropriate PPE other than specified in paragraph 4 of the contract. The Government will be responsible for any repair, cleaning, and inventory required for the PPE. This does not include any type of uniform or laboratory coat.

**3.3.2** The Government will provide facility specific contractor identification badges for each contractor. A minimum fee of \$10.00 will be charged for lost or destroyed badges.

**3.4 Training:** Facility specific training necessary for the Contractor to perform the required duties, e.g., IHS information technology (IT) systems and operational procedures. Training will be provided **ONLY** if the subject matter is necessary to improve or enhance the quality of nursing services or includes mandates made by GIMC while the nurse is working under this contract. Training will not be provided for the purpose of continuing education, career development or individual development.

### **4.0 Contractor Furnished Property**

**4.1** Except for the property specified in paragraph 3.0 as government furnished, the Contractor shall provide all uniforms and other personal medical instruments subject to the following:

**4.1.1 Uniforms and Lab Coats:** Uniforms and Lab Coats shall conform to the requirements of the Indian Health Service Manual, Part 3 Chapter 4 and meet the approval of the Chief Nurse Executive at GIMC.

**4.1.2 Other personal medical instruments:** “Other personal medical instruments” are defined as Contractor owned items may include but not limited to stethoscope, scissors, as appropriate to the work unit. The Contractor shall not use unsafe equipment or supplies at any time during performance of this contract. All Contractor furnished equipment and supplies shall be subject to inspection by the Government and must be approved by the COR prior to use by the Contractor. The Government reserves the right to prohibit the use of any materials, supplies, or equipment.

## **5.0 Performance Work Statement (PWS) Requirements**

### **5.1 Nursing Duties:**

**5.1.1** The Contractor shall perform nursing duties and manage patient care needs as described in the Statement of Duties (Attachment A) and at full duty status as documented in a physical exam after RN selection for that particular position and department.

**5.1.2** The Contractor shall perform in accordance with the following competency standards:

- 5.1.2.1** Confidentiality/HIPAA/Patient’s Rights/Privacy/ Confidentiality: Legal and Ethical Concerns in Healthcare
- 5.1.2.2** Contract Nurse Orientation Check List / Health Stream
- 5.1.2.3** Contract Nurse Orientation Competency Verification Instructions
- 5.1.2.4** Contract Nurse Billing Information
- 5.1.2.5** Standard Emergency Codes
- 5.1.2.6** EMTALA – Emergency Medical Treatment and Labor Act
- 5.1.2.7** Unit-specific Competencies
- 5.1.2.8** An Introduction to the Navajo and Zuni Cultures
- 5.1.2.9** Verbal and Telephone Orders
- 5.1.2.10** Medication Administration Competency Exam/Verification, IV Therapy, Venipuncture
- 5.1.2.11** Pain Management
- 5.1.2.12** Latex Allergy
- 5.1.2.13** Charting/Documentation/ E.H.R.
- 5.1.2.14** Charge Nurse Duties: Responsibility and Expectation
- 5.1.2.15** Nursing Standards
- 5.1.2.16** Standards of Nursing Practice

### **5.2 Work Schedule:**

**5.2.1** The Assistant Chief Nurse – Outpatient will provide technical direction on the specific tour of duty the contract nurse will work.

**5.2.2** Work Flexibility. The Contractor shall coordinate with the Nursing Supervisor to

rotate into other duty sections/departments that they have documented skills for as needed to support patient care. If the Contractor has work experience in another area of the health care system identified through their resume, the Contractor, may be assigned to those areas of patient care need.

**5.2.3** The Contractor shall coordinate with the Nursing Supervisor or designee prior to any absence from work. If the length of the absence exceeds eight(8) work hours and beyond, the Contractor shall coordinate and provide notification to the department Nursing Supervisor (the exception is verifiable emergencies) in advance of the desired absence.

**5.2.4** Approval of leave is contingent upon availability of a qualified replacement. A qualified security-cleared placement. The qualified replacement will need to be interviewed, accepted, security cleared and on scheduled confirmation to act as the replacement during the time of such approved leave.

**5.2.5** The Contractor shall provide written documentation from a qualified healthcare provider for absences of three (3) or more consecutive days, due to illness, stating:

- A. The cause of the current illness or incapacitation AND
- B. Indicating the Contractor as contagious or non-contagious.

**5.2.6** The Government reserves the right to examine and or re-examine any Contractor who meets the criteria.

**5.3 Conduct:** The Contractor shall meet standards as listed in the Federal Code of Conduct.

**5.4 Performance Evaluation:**

**5.4.1** The Contractor's performance will be evaluated in accordance with the standards set forth in the contract and Performance Work Statement Matrix of section 11.0.

**5.4.2** Substantiated reports written by any customer dealing with customer service, patient safety, infection control, or other procedure that adversely affects patient outcome constitutes a breach of contract.

**5.5 Identification of Contractor:**

**5.5.1** The Contractor shall wear a government issued contractor identification badge during performance of duty.

**5.6 Management of Medical Information:** The Contractor shall manage all patient information in accordance with Health Insurance Portability and Accountability Act (HIPAA) standards, Privacy Act, and IHS Service Unit and/or Health Center specific policies and protocols.

**5.6.1** The Contractor shall ensure adherence to DHHS IT system security policies and procedures. The IT policies and procedures will be made available to the Contractor.

**5.6.2** The Contractor shall immediately report to the Contracting Officer or COR any information or circumstances that may violate any statute, policy, or procedure.

## **5.7 IHS Information Technology Systems:**

**5.7.1** In performance of this contract, the Contractor shall adapt to and successfully utilize IHS information technology systems necessary for acceptable contractor performance.

**5.7.2** The Contractor shall ensure that IHS information technology system security policies and procedures are adhered to. The IT policies and procedures will be made available to the Contractor at each IHS facility.

## **6.0 Business Associate Agreement**

Pursuant to 45 C.F.R. § 164.502(e), the Indian Health Service (IHS), as a covered entity, is required to enter into an agreement with a “business associate,” as defined by 45 C.F.R. § 160.103, under which the business associate must agree to appropriately safeguard Protected Health Information (PHI) that it will use and disclose when performing functions, activities or services pursuant to its contract with the IHS. The attached Appendix A: Business Associate Agreement shall be completed by the Contractor upon award and become an integral part of this contract.

## **7.0 Contractor Qualification Requirements for each Nursing Unit/Department**

### **7.1 Vaccinations**

**7.1.1 Experience:** Minimum of 2 years nursing experience with background on adult and pediatric population.

**7.1.2 Certification:** Basic Life Support and Advance Cardiac Life Support Certification.

**7.1.3 License/Registration:** All nurses shall possess a current, valid, unrestricted nursing license in a state, the District of Columbia, the Commonwealth of Puerto Rico, or a Territory of the United States, throughout the term of this contract.

**7.2** The contractor shall ensure that the contractor nurse’s certification remain valid throughout the term of this contract.

## **8.0 Health Requirements/Conditions of Employment**

**8.1 Medical Evaluation.** The Contractor shall provide a fitness for duty certificate issued by a licensed healthcare provider to perform the proposed job without significant risk to personal health or the health and safety of others.

**8.2** A medical statement will be provided to acquisitions from the vendor to clear the contract to return to work at full duty status without limitations.

**8.3 Immunization.** The Contractor shall also provide the following documentation after the RN Candidate selection:

**8.3.1** Immunity to Rubella, Mumps, and Rubeola (Measles);

**8.3.2** The Safer Federal Workforce certification of vaccine form must be completed by each contract staff member and kept on their person while at a HHS site location.

**8.3.3** Proof of Hep B vaccination x3 **OR** positive titer **OR** a signed declination of the Hep B vaccinations will also be accepted;

**8.3.4** Documented history of chicken pox **OR** varicella vaccination x2 **OR** positive varicella titer;

**8.3.5** History of Tdap vaccination, with subsequent Td vaccination if older than 10 years; and subsequent

**8.3.6** Tdap every 10 years due to pertussis outbreaks.

**8.3.7** Documentation of Tuberculosis testing (TB skin test or IGRA) within the past 12 months with documentation of chest x-ray and follow-up for a positive history; 12 months with documentation of follow-up for a positive test.

**8.3.8** Proof of influenza vaccination from October -1 thru March 31, per IHS Mandatory Influenza Vaccination Policy.

**8.4 Language Requirements and Cultural Awareness.** The Contractor shall read, understand, speak, and write English to effectively communicate with patients and other health care workers, and shall be respectful of the local, American Indian and Alaska Native culture.

**8.5 Information Technology Skills.** The Contractor shall possess basic knowledge, skills, and abilities to use a computer.

**8.6 Orientation.** All nurses providing service under this contract shall attend mandatory orientations and training specified by the government. The contract will submit their timesheet through their specific company.

**8.7 Background Checks:** As directed by the Contracting Officer, the Contractor shall provide all requested information necessary to perform background checks. The Contractor shall comply with the requirement to obtain security investigations. The Contractor shall work with the IHS to ensure that the pre-employment screening process includes the appropriate

investigation questionnaires and forms to be completed. All completed forms will be reviewed by the Contractor and forwarded to the Government Personnel. The Contractor will be immediately removed from the position if at any time the investigation receives unfavorable adjudication, or, if other unfavorable information that would affect the investigation becomes known.

**8.7.1 e-QIP: Required Background Investigation Information:**

Executive Orders 10450, 12968, and HSPD-12 require a background investigation as a condition of employment. This investigation will be processed utilizing the US Office of Personnel Management (OPM), Electronic Questionnaire for Investigation Processing (eQIP) system.

**8.7.2 FINGERPRINT CARD - FBI FD-258 (provided by the Federal Government)**

Fingerprint MUST be cleared and approved prior to contract assignment. Contract assignment(s) are conditional on a cleared background check.

**8.7.3** Any Contractor demonstrating impaired judgment shall not be permitted to work in the NAIHS. The Government reserves the right to remove from the facility any Contractor who in the judgment of a licensed healthcare provider is impaired by drugs or alcohol.

## **9.0 Technical Direction**

**9.1** Performance of the work under this contract is subject to the written and verbal technical direction of the Nursing Supervisor.

**9.2** The Nursing Supervisor does not have the authority to, and shall not, issue any instructions purporting to be technical direction that:

**9.2.1** Constitutes an assignment of additional work outside the performance work statement;

Constitutes a change subject to 52.212-4(c);

**9.2.2** In any manner causes an increase or decrease in the total estimated contract cost, fixed fee (if any), or the time required for contract performance;

**9.2.3** Changes the terms and conditions of the contract.

**9.3** All technical direction shall be issued in writing by the Nursing Supervisor. All verbal direction will be confirmed in writing within 24 hours (one business day).

**9.4** The Contractor shall proceed promptly with the performance of technical direction duly issued by the Nursing Supervisor in the manner prescribed by this clause and within the authority. If, in the Contractor's opinion, any instructions or direction by the Nursing Supervisor falls within any of the categories defined in paragraph 8.1 above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a

reasonable time or advise the Contractor in writing that the instruction or direction is within the requirements of the contract and does not constitute a change under the changes clause of the contract and that the contractor shall proceed promptly with its performance.

**9.5** A failure of the Contractor and Contracting Officer to agree that the instruction or direction is both rescinded in its entirety; or within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction shall be subject to the Disputes clause of this contract.

**9.6** Any action taken by the Contractor in response to any direction given by any person other than the Contracting Officer or the Nursing Supervisor shall be at the Contractor's risk.



<b>10.0 Performance Work Statement Matrix</b>				
<b>Performance-based Task</b>	<b>Indicator</b>	<b>Standard</b>	<b>Quality Assurance</b>	<b>Incentives</b>
State the end results or outputs that you, the customer will formally accept or reject.	For the requirement, state the feature(s) of end result that will be surveilled.	For each "indicator," state a performance level that, when met, means the task has been performed satisfactorily. This Standard describes "What Success Looks Like."	For each "Standard", state the method used to check performance (i.e. random sampling, 100% inspection, periodic inspection, customer complaints).	List Positive and Negative Incentives. Address method of linking payment to quality of service.
Contractor shall provide Nursing services in the delivery of patient care to Gallup Indian Medical Center.	Competency  Compliance  Patient Outcomes  Professionalism  Credentialing  Documentation  Service Quality	Perform 100% required tasks at 100% of the required competencies (refer to 5.1.2.1)  100% compliance with IHS Service Units and/or Health Centers published Policies; Procedures; Standards of Care; and hospital and nursing Protocols.  No reports of breached patient safety, infection control, and other procedures that might adversely affect patient outcome.  Performance characterized by continual cultural awareness and focus on customer service. 100 percent adherence to the Nursing Code of Ethics and Federal Code of Conduct.  Uninterrupted credentialing as defined in 7.0 to 7.8 for period of contract.  100% percent of all documentation meets established IHS Medical Facility, JAC, and CMS standards to include, but are not limited to, timeliness, legibility, accuracy, content, date, time, signature and designated profession.  Satisfaction with quality of service is evidenced by valid customer inputs.	See QASP. Surveillance systems will include periodic inspections and customer complaints.	Payment of contract price for satisfactory service.  Contractor performance will be evaluated using the Contractor Performance Assessment Report. The evaluation will be considered when future IHS contract selections are made.

**11.0 List of Attachments:** The position description will be provided by the Contracting Officer upon request. The BAA will be provided to the Contractor upon award for their completion/signature. The signed BAA shall be returned to the Contracting Officer for internal filing.

### **11.1 Attachments**

**11.1.1** Statement of Duties

**11.1.2** Business Associate Agreement (BAA)

**11.1.3** The Safer Federal Workforce certification of vaccine form

**11.1.4** Nurse and Scrub Tech Skills Inventory Checklist (Sample attached)

**11.1.5** Exit Interview-RN-Scrub Tech Exit Interview Survey

**11.1.6** Contract Nurse Clearance on the last day of work

**11.1.7** 2 week evaluation for RN and Scrub Tech

**11.1.8** Mid evaluation for RN and Scrub Tech

**11.1.9** Final evaluation for RN and Scrub Tech

**11.1.10** Requirements for pre-onboarding, which the company needs to **provide 10 days after selection:** all required certifications, emergency contact information, and physical exam within a year, and all required immunizations.

**11.1.11** First day instruction and expectation to include successful completion of the medication test and Basic Cardiac Arrhythmia test.

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Director		Wage Determination No.: 2015-5451 Revision No.: 27 Date Of Last Revision: 12/03/2025

State: New Mexico

Area: New Mexico Counties of Cibola, Colfax, McKinley, Mora, Rio Arriba, San Miguel, Taos

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		17.69
01012 - Accounting Clerk II		19.86
01013 - Accounting Clerk III		22.21
01020 - Administrative Assistant		35.42
01035 - Court Reporter		20.47
01041 - Customer Service Representative I		14.77
01042 - Customer Service Representative II		16.12
01043 - Customer Service Representative III		18.11
01051 - Data Entry Operator I		14.95
01052 - Data Entry Operator II		16.31
01060 - Dispatcher, Motor Vehicle		19.29
01070 - Document Preparation Clerk		16.31
01090 - Duplicating Machine Operator		16.31
01111 - General Clerk I		15.68
01112 - General Clerk II		17.11
01113 - General Clerk III		19.20
01120 - Housing Referral Assistant		22.83
01141 - Messenger Courier		13.28
01191 - Order Clerk I		14.95
01192 - Order Clerk II		16.31
01261 - Personnel Assistant (Employment) I		18.74
01262 - Personnel Assistant (Employment) II		20.97
01263 - Personnel Assistant (Employment) III		23.36
01270 - Production Control Clerk		23.17
01290 - Rental Clerk		16.00
01300 - Scheduler, Maintenance		18.30
01311 - Secretary I		18.30
01312 - Secretary II		20.47
01313 - Secretary III		22.83
01320 - Service Order Dispatcher		17.25
01410 - Supply Technician		35.42
01420 - Survey Worker		20.47
01460 - Switchboard Operator/Receptionist		16.18
01531 - Travel Clerk I		15.75
01532 - Travel Clerk II		17.45
01533 - Travel Clerk III		18.99
01611 - Word Processor I		16.31
01612 - Word Processor II		18.30
01613 - Word Processor III		20.47
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		24.05

05010 - Automotive Electrician	18.15
05040 - Automotive Glass Installer	16.80
05070 - Automotive Worker	16.80
05110 - Mobile Equipment Servicer	14.08
05130 - Motor Equipment Metal Mechanic	19.52
05160 - Motor Equipment Metal Worker	16.80
05190 - Motor Vehicle Mechanic	19.52
05220 - Motor Vehicle Mechanic Helper	13.62
05250 - Motor Vehicle Upholstery Worker	15.82
05280 - Motor Vehicle Wrecker	16.80
05310 - Painter, Automotive	18.15
05340 - Radiator Repair Specialist	16.80
05370 - Tire Repairer	14.29
05400 - Transmission Repair Specialist	19.52
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.59
07041 - Cook I	16.20
07042 - Cook II	19.32
07070 - Dishwasher	13.67
07130 - Food Service Worker	13.62
07210 - Meat Cutter	17.75
07260 - Waiter/Waitress	13.86
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	26.75
09040 - Furniture Handler	15.33
09080 - Furniture Refinisher	26.75
09090 - Furniture Refinisher Helper	18.72
09110 - Furniture Repairer, Minor	22.76
09130 - Upholsterer	26.75
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	13.28
11060 - Elevator Operator	16.38
11090 - Gardener	22.49
11122 - Housekeeping Aide	16.40
11150 - Janitor	16.40
11210 - Laborer, Grounds Maintenance	16.62
11240 - Maid or Houseman	13.85
11260 - Pruner	15.86
11270 - Tractor Operator	20.28
11330 - Trail Maintenance Worker	16.62
11360 - Window Cleaner	17.25
12000 - Health Occupations	
12010 - Ambulance Driver	17.82
12011 - Breath Alcohol Technician	27.03
12012 - Certified Occupational Therapist Assistant	37.08
12015 - Certified Physical Therapist Assistant	32.22
12020 - Dental Assistant	21.52
12025 - Dental Hygienist	47.25
12030 - EKG Technician	40.94
12035 - Electroneurodiagnostic Technologist	40.94
12040 - Emergency Medical Technician	17.82
12071 - Licensed Practical Nurse I	24.16
12072 - Licensed Practical Nurse II	27.03
12073 - Licensed Practical Nurse III	30.12
12100 - Medical Assistant	18.75
12130 - Medical Laboratory Technician	26.87
12160 - Medical Record Clerk	21.12
12190 - Medical Record Technician	23.61
12195 - Medical Transcriptionist	24.16
12210 - Nuclear Medicine Technologist	59.39
12221 - Nursing Assistant I	13.95
12222 - Nursing Assistant II	15.69
12223 - Nursing Assistant III	17.12
12224 - Nursing Assistant IV	19.22
12235 - Optical Dispenser	27.03

12236 - Optical Technician	24.16
12250 - Pharmacy Technician	21.75
12280 - Phlebotomist	24.16
12305 - Radiologic Technologist	36.66
12311 - Registered Nurse I	27.99
12312 - Registered Nurse II	34.24
12313 - Registered Nurse II, Specialist	34.24
12314 - Registered Nurse III	41.42
12315 - Registered Nurse III, Anesthetist	41.42
12316 - Registered Nurse IV	49.65
12317 - Scheduler (Drug and Alcohol Testing)	33.48
12320 - Substance Abuse Treatment Counselor	31.21
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.70
13012 - Exhibits Specialist II	24.40
13013 - Exhibits Specialist III	29.84
13041 - Illustrator I	19.48
13042 - Illustrator II	24.15
13043 - Illustrator III	29.03
13047 - Librarian	27.03
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	24.40
13058 - Library Technician	17.34
13061 - Media Specialist I	17.60
13062 - Media Specialist II	19.70
13063 - Media Specialist III	21.96
13071 - Photographer I	17.60
13072 - Photographer II	19.70
13073 - Photographer III	24.40
13074 - Photographer IV	29.40
13075 - Photographer V	35.56
13090 - Technical Order Library Clerk	17.11
13110 - Video Teleconference Technician	18.57
14000 - Information Technology Occupations	
14041 - Computer Operator I	21.26
14042 - Computer Operator II	23.78
14043 - Computer Operator III	26.52
14044 - Computer Operator IV	29.47
14045 - Computer Operator V	32.63
14071 - Computer Programmer I	(see 1) 24.65
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	21.26
14160 - Personal Computer Support Technician	29.47
14170 - System Support Specialist	32.63
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	35.42
15020 - Aircrew Training Devices Instructor (Rated)	42.85
15030 - Air Crew Training Devices Instructor (Pilot)	51.38
15050 - Computer Based Training Specialist / Instructor	35.42
15060 - Educational Technologist	35.26
15070 - Flight Instructor (Pilot)	51.38
15080 - Graphic Artist	30.33
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	51.38
15086 - Maintenance Test Pilot, Rotary Wing	51.38
15088 - Non-Maintenance Test/Co-Pilot	51.38
15090 - Technical Instructor	27.72
15095 - Technical Instructor/Course Developer	36.70
15110 - Test Proctor	22.37
15120 - Tutor	22.37

16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	14.40
16030 - Counter Attendant	14.40
16040 - Dry Cleaner	16.47
16070 - Finisher, Flatwork, Machine	14.40
16090 - Presser, Hand	14.40
16110 - Presser, Machine, Drycleaning	14.40
16130 - Presser, Machine, Shirts	14.40
16160 - Presser, Machine, Wearing Apparel, Laundry	14.40
16190 - Sewing Machine Operator	17.16
16220 - Tailor	17.85
16250 - Washer, Machine	15.09
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	26.75
19040 - Tool And Die Maker	34.15
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	20.80
21030 - Material Coordinator	25.49
21040 - Material Expediter	25.49
21050 - Material Handling Laborer	16.10
21071 - Order Filler	17.14
21080 - Production Line Worker (Food Processing)	20.80
21110 - Shipping Packer	17.76
21130 - Shipping/Receiving Clerk	17.76
21140 - Store Worker I	15.37
21150 - Stock Clerk	18.71
21210 - Tools And Parts Attendant	20.80
21410 - Warehouse Specialist	20.80
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	30.58
23019 - Aircraft Logs and Records Technician	22.76
23021 - Aircraft Mechanic I	28.77
23022 - Aircraft Mechanic II	30.58
23023 - Aircraft Mechanic III	32.38
23040 - Aircraft Mechanic Helper	18.72
23050 - Aircraft, Painter	26.75
23060 - Aircraft Servicer	22.76
23070 - Aircraft Survival Flight Equipment Technician	26.75
23080 - Aircraft Worker	24.76
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	24.76
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.77
23110 - Appliance Mechanic	26.75
23120 - Bicycle Repairer	20.75
23125 - Cable Splicer	39.17
23130 - Carpenter, Maintenance	21.97
23140 - Carpet Layer	24.76
23160 - Electrician, Maintenance	27.63
23181 - Electronics Technician Maintenance I	25.16
23182 - Electronics Technician Maintenance II	27.32
23183 - Electronics Technician Maintenance III	29.47
23260 - Fabric Worker	22.76
23290 - Fire Alarm System Mechanic	28.77
23310 - Fire Extinguisher Repairer	20.75
23311 - Fuel Distribution System Mechanic	28.77
23312 - Fuel Distribution System Operator	20.75
23370 - General Maintenance Worker	18.09
23380 - Ground Support Equipment Mechanic	28.77
23381 - Ground Support Equipment Servicer	22.76
23382 - Ground Support Equipment Worker	24.76
23391 - Gunsmith I	20.75
23392 - Gunsmith II	24.76
23393 - Gunsmith III	28.77
23410 - Heating, Ventilation And Air-Conditioning	24.14

Mechanic	
23411 - Heating, Ventilation And Air Contidioning	23.56
Mechanic (Research Facility)	
23430 - Heavy Equipment Mechanic	32.06
23440 - Heavy Equipment Operator	24.56
23460 - Instrument Mechanic	28.77
23465 - Laboratory/Shelter Mechanic	26.75
23470 - Laborer	16.10
23510 - Locksmith	26.75
23530 - Machinery Maintenance Mechanic	33.05
23550 - Machinist, Maintenance	34.23
23580 - Maintenance Trades Helper	16.01
23591 - Metrology Technician I	28.77
23592 - Metrology Technician II	30.58
23593 - Metrology Technician III	32.38
23640 - Millwright	28.77
23710 - Office Appliance Repairer	26.75
23760 - Painter, Maintenance	21.18
23790 - Pipefitter, Maintenance	25.68
23810 - Plumber, Maintenance	23.88
23820 - Pneudraulic Systems Mechanic	28.77
23850 - Rigger	28.77
23870 - Scale Mechanic	24.76
23890 - Sheet-Metal Worker, Maintenance	28.77
23910 - Small Engine Mechanic	24.76
23931 - Telecommunications Mechanic I	34.32
23932 - Telecommunications Mechanic II	36.50
23950 - Telephone Lineman	28.77
23960 - Welder, Combination, Maintenance	26.93
23965 - Well Driller	29.78
23970 - Woodcraft Worker	28.77
23980 - Woodworker	20.75
24000 - Personal Needs Occupations	
24550 - Case Manager	21.74
24570 - Child Care Attendant	13.92
24580 - Child Care Center Clerk	17.88
24610 - Chore Aide	12.95
24620 - Family Readiness And Support Services	21.74
Coordinator	
24630 - Homemaker	21.74
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.12
25040 - Sewage Plant Operator	20.15
25070 - Stationary Engineer	26.12
25190 - Ventilation Equipment Tender	17.01
25210 - Water Treatment Plant Operator	19.94
27000 - Protective Service Occupations	
27004 - Alarm Monitor	18.72
27007 - Baggage Inspector	17.20
27008 - Corrections Officer	22.00
27010 - Court Security Officer	20.62
27030 - Detection Dog Handler	19.24
27040 - Detention Officer	22.00
27070 - Firefighter	19.91
27101 - Guard I	17.20
27102 - Guard II	19.24
27131 - Police Officer I	25.68
27132 - Police Officer II	28.54
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	17.55
28042 - Carnival Equipment Repairer	19.45
28043 - Carnival Worker	13.59
28210 - Gate Attendant/Gate Tender	17.63
28310 - Lifeguard	13.20
28350 - Park Attendant (Aide)	19.71

28510 - Recreation Aide/Health Facility Attendant	14.39
28515 - Recreation Specialist	24.44
28630 - Sports Official	15.70
28690 - Swimming Pool Operator	23.40
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	24.76
29020 - Hatch Tender	24.76
29030 - Line Handler	24.76
29041 - Stevedore I	22.76
29042 - Stevedore II	26.75
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	46.58
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	32.12
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	35.36
30021 - Archeological Technician I	19.13
30022 - Archeological Technician II	21.45
30023 - Archeological Technician III	26.48
30030 - Cartographic Technician	26.59
30040 - Civil Engineering Technician	26.30
30051 - Cryogenic Technician I	28.29
30052 - Cryogenic Technician II	31.24
30061 - Drafter/CAD Operator I	19.13
30062 - Drafter/CAD Operator II	21.45
30063 - Drafter/CAD Operator III	23.93
30064 - Drafter/CAD Operator IV	29.33
30081 - Engineering Technician I	17.03
30082 - Engineering Technician II	19.11
30083 - Engineering Technician III	21.37
30084 - Engineering Technician IV	26.48
30085 - Engineering Technician V	32.39
30086 - Engineering Technician VI	39.19
30090 - Environmental Technician	29.81
30095 - Evidence Control Specialist	25.54
30210 - Laboratory Technician	24.87
30221 - Latent Fingerprint Technician I	28.29
30222 - Latent Fingerprint Technician II	31.24
30240 - Mathematical Technician	26.59
30361 - Paralegal/Legal Assistant I	23.71
30362 - Paralegal/Legal Assistant II	29.37
30363 - Paralegal/Legal Assistant III	35.92
30364 - Paralegal/Legal Assistant IV	43.46
30375 - Petroleum Supply Specialist	31.24
30390 - Photo-Optics Technician	26.59
30395 - Radiation Control Technician	31.24
30461 - Technical Writer I	27.88
30462 - Technical Writer II	34.10
30463 - Technical Writer III	41.26
30491 - Unexploded Ordnance (UXO) Technician I	29.60
30492 - Unexploded Ordnance (UXO) Technician II	35.81
30493 - Unexploded Ordnance (UXO) Technician III	42.92
30494 - Unexploded (UXO) Safety Escort	29.60
30495 - Unexploded (UXO) Sweep Personnel	29.60
30501 - Weather Forecaster I	29.33
30502 - Weather Forecaster II	35.67
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 23.93
30621 - Weather Observer, Senior	(see 2) 26.59
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	35.81
31020 - Bus Aide	13.09
31030 - Bus Driver	19.42
31043 - Driver Courier	17.75
31260 - Parking and Lot Attendant	13.21
31290 - Shuttle Bus Driver	14.92
31310 - Taxi Driver	11.43



31361 - Truckdriver, Light	18.05
31362 - Truckdriver, Medium	22.18
31363 - Truckdriver, Heavy	23.05
31364 - Truckdriver, Tractor-Trailer	23.05
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	17.46
99030 - Cashier	13.79
99050 - Desk Clerk	13.42
99095 - Embalmer	29.60
99130 - Flight Follower	29.60
99251 - Laboratory Animal Caretaker I	20.68
99252 - Laboratory Animal Caretaker II	22.93
99260 - Marketing Analyst	25.22
99310 - Mortician	29.60
99410 - Pest Controller	25.15
99510 - Photofinishing Worker	15.55
99710 - Recycling Laborer	20.41
99711 - Recycling Specialist	25.04
99730 - Refuse Collector	18.80
99810 - Sales Clerk	14.72
99820 - School Crossing Guard	16.17
99830 - Survey Party Chief	26.19
99831 - Surveying Aide	23.83
99832 - Surveying Technician	24.03
99840 - Vending Machine Attendant	18.88
99841 - Vending Machine Repairer	23.78
99842 - Vending Machine Repairer Helper	18.00

---

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

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

overtime work).

**\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

**\*\* UNIFORM ALLOWANCE \*\***

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

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

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

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

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

**Conformance Process:**

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

determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

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



DEPARTMENT OF HEALTH &amp; HUMAN SERVICES

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

**INDIAN HEALTH SERVICE  
BUY INDIAN ACT  
INDIAN ECONOMIC ENTERPRISE  
REPRESENTATION FORM**

**SOLICITATION/SOURCES SOUGHT/RFI #:** \_\_\_\_\_

**PROJECT TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

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

The enterprise must meet the definition of "Indian Economic Enterprise" throughout the following time periods:

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

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

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

**REPRESENTATION**

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

\_\_\_\_\_  
**Name of Federally Recognized Tribal Entity**

\_\_\_\_\_  
**Name of the 51% owner of IEE Firm**

\_\_\_\_\_  
**Business Name**

\_\_\_\_\_  
**Certifying Signature**

\_\_\_\_\_  
**UEI Number**

\_\_\_\_\_  
**Print Name**

### **Business Associate Agreement Clause**

Pursuant to the **Health Insurance Portability and Accountability Act (HIPAA) of 1996** and its implementing regulation, the Standards of Privacy of Individual Identifiable Health Information at 45 C.F. R Part 160 and 164, Subpart A and E ("Privacy Rule"), the Indian Health Service is required to enter into an agreement with the Business Associate, pursuant to which the Business Associate shall comply with and appropriately safeguard Protected Health Information ("PHI") that it will use and disclose when performing functions, activities or services ("Services") for the Indian Health Service. The Business Associate by signing the contract shall comply with the following terms in addition to other applicable contract terms and conditions relating to the safekeeping, use and disclosure of PHI.

**DEFINITIONS** – Terms used in this Agreement, but not otherwise defined, shall have the same meaning as those terms contained with the Privacy Rule.

1. **Agreement**: "Agreement" shall mean this clause and any other provisions of this Contract that are incorporated by reference;
2. **Business Associate**: "Business Associate" shall mean Contractor, also known as TBD;
3. **Covered Entity**: "Covered Entity" shall mean the Indian Health Service;
4. **Designated Record Set**: "Designated Record Set" shall mean (1) a group of records maintained by or for a covered entity that is: (i) the medical records and billing records about individuals maintained by or for a covered health care provider, (ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan, or, (iii) Used, in whole or in part, by or for the covered entity to make decisions about individuals. (2) For purposes of this paragraph, the term record means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity. (45 C.F.R § 164.501)
5. **Individual**: "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R § 164.501(g);
6. **Privacy Rule**: "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, Subparts A and E;
7. **Protected Health Information**: "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by the Contractor from or on behalf of the IHS;
8. **Required by Law**: "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R § 164.501;
9. **Secretary**: "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his designee.

## **Section 1 – Privacy Rule Compliance**

The Business Associate agrees to comply with the Business Associate Agreement requirements under the Privacy Rule and the provisions of this Agreement throughout the term of this Agreement. The Business Associate agrees that it will require all of its agents, employees, subsidiaries, affiliates and subcontractors, to whom the Business Associate provides PHI, or who create or receive PHI on behalf of the Business Associate for the IHS, to comply with the Privacy Rule and to enter into a written agreement with the Business Associate that provides the same restrictions, term and conditions as set forth in this Agreement. Any subcontracts shall be let as provided for in this contract, but, notwithstanding any exemption from any requirement for written consent contained in the subcontracting clause, the Business Associate shall nonetheless obtain the Contracting Officer's written consent before placing any subcontract pursuant to which the contractor discloses PHI to the subcontractor.

## **Section 2 – Permitted Uses and Disclosures**

The Business Associate shall not use or disclose PHI except as provided for in this Agreement, the Privacy Rule or other applicable law, to perform functions, activities or services for on or behalf of the IHS as specified herein. The Business Associate agrees that it may use or disclose PHI on behalf of the IHS only; (1) upon obtaining the authorization of the patient to who the PHI pertains (45 C.F.R. §§ 164.501(a)(1)(iv) and 164.508(b); (2) for the purpose of treatment, payment or health care operations (45 C.F.R. §§ 164.502(a)(1)(ii) and 164.506; or (3) without an authorization or consent, if in accordance with 45 C.F.R §§ 164.506, 164.510, 164.512, 164.514(e), 164.514(f) or 164.514(g). Except as otherwise limited in this Agreement, the Business Associate may use PHI for the management and administration of the Business Associate or to carry out responsibilities of the Contractor required by law.

## **Section 3 – Safeguards**

The Business Associate shall develop and use appropriate procedural, physical and electronic safeguards to protect against the use or disclosure of PHI or the Privacy Rule. The Business Associate will limit any use, disclosure, or request for use or disclosure of PHI to the minimum amount necessary to accomplish the intended purpose of the use, disclosure or request in accordance with the requirements of the Privacy Rule.

## **Section 4 – Safeguards for Electronic PHI**

The Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any electronic PHI that it creates, receives, maintains, or transmits on Behalf of the IHS as required by 45 C.F.R., part 164, subpart C, Security Standards for the Protection of Electronic Health Information.

## **Section 5 – Reporting of Disclosure**

The Business Associate shall promptly report to the IHS any knowledge of uses or disclosures of PHI that are not in accordance with this Agreement or applicable law. In addition, the Business Associate shall mitigate, to the extent practicable, any harmful effect

that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of the Privacy Rule.

#### **Section 6 – Records: IHS Access**

The Business Associate shall maintain records of PHI received from or created or received on behalf of the IHS and shall document subsequent uses and disclosures of such information by the Business Associate. The Business Associate shall promptly make available to the IHS, such information as the IHS may require to fulfill its obligations to provide access to, provides copy of, and account for disclosures with respect to the PHI pursuant to the Privacy Rule (e.g., 45 C.F.R. § 164.528 (individual request for an accounting PHI disclosures) and other applicable law.

#### **Section 7 – Records; Individual Access**

The Business Associate shall maintain a designated record set, as defined by the Privacy Rule (45 C.F.R § 164.501), for each patient for which it has PHI. In accordance with a patient's right to access his PHI under the Privacy Rule, the Business Associate shall make available all PHI in the patient's designated record set to the patient to whom that information pertains, or to the patient's authorized representative, upon request by the patient or his authorized representative to meet the requirements under 45 C.F.R § 164.524. The Business Associate shall document all disclosures under this section and shall promptly make such information available to the IHS pursuant to section 6 above.

#### **Section 8 – Disclosure**

Upon request, the Business Associate shall make available to the IHS or to the Secretary, PHI and the Business Associate's internal practices, books, and records, including its policies and procedures, including any agreements required by Section 1 with subcontractors, vendors and other agents relating to the use and disclosure of PHI received from the IHS, or created or received by the Business Associate on behalf of the IHS, for purposes of determining the IHS compliance with the Privacy Rule. The Business Associate shall not disclose PHI to any requesting party other than as provided for in this section and sections 2 and 7 above. The Business Associate shall forward all other requests to the IHS for handling.

#### **Section 9 – Amendments of Information**

The Business Associate shall make PHI available to the IHS for the IHS to fulfill its obligations pursuant to the Privacy Rule to amend PHI and shall, as directed by the IHS, incorporate any amendments into PHI held by the Business Associate and ensure incorporation of any such amendments into PHI held by its agents or subcontractors. The Business Associate shall not make any amendments to PHI and shall forward all amendment requests to the IHS Contracting Officer for approval.

#### **Section 10 – Obligations of the IHS**

The IHS Contracting Officer shall provide the Business Associate with its notice of privacy practices, produced under 45 C.F.R § 164.520 and any changes to the notice. The IHS Contracting Officer shall also provide the Business Associate with any changes in, or



revocation of, individuals' authorizations to use or disclose PHI, if such changes affect the Business Associates' permitted or required uses or disclosures of PHI. The IHS Contracting Officer shall notify the Business Associate of any restrictions to the use or disclosure of PHI that the IHS has agreed to pursuant to an individual's request under 45 C.F.R. § 164.522. The IHS shall not request that the Business Associate use or disclose PHI in any manner that would violate the Privacy Rule if done by the IHS.

#### **Section 11 – Material Breach; Termination**

If the Business Associate breaches a material obligation of this Agreement or fails to comply with the Privacy Rule, the IHS will give the Contractor an opportunity to cure the breach, but if the Contractor fails to cure the breach, the IHS will terminate the Agreement, as provided in 52.249-12. If, at the determination of the IHS Contracting Officer, neither cure nor termination are feasible, IHS shall report the material breach to the Secretary. Termination of this Agreement shall not affect any provision of this Agreement, which, by its wording or nature, is intended to remain in effect and to continue to operate in the event of termination. Termination of the underlying contract between the parties will result in the termination of this Agreement.

#### **Section 12 – Return or Destruction of Information**

When this Agreement/contract terminates, the Business Associate, at the IHS's option, shall return to the IHS, or destroy, all PHI in its possession, and keep no copies of PHI except as requested by the IHS or required by law. The IHS Contracting Officer shall notify the Business Associate whether the Business Associate must return or destroy any PHI in its possession. If the Business Associate or its agent or subcontractor destroys any PHI, then the Business Associate will provide the IHS with documentation evidencing such destruction. Any PHI maintained by the Business Associate shall continue to be extended the same protections set forth in this Agreement for as long as it is maintained.

#### **Section 13 – Term**

The term of this Agreement shall begin on the effective date of this modification and or contract award and end with the completion of the contract, except as provided in Section 12.

#### **Section 14 – Amendment of Agreement**

After the date of execution of this Agreement and after learning the material changes have been made to the Privacy Rule, the parties agree to amend this Agreement to ensure that it complies with the Privacy Rule and that IHS can continue to comply with the Privacy Rule.

#### **Section 15 – Miscellaneous Provisions**

- (1) All notices under this Agreement shall be as provided in this contract.
- (2) This Agreement shall be binding upon, inure to the benefit of and be enforceable by and against the Parties and their successors and assigns. Any novation, assignment, or other transfer of rights, interests, or duties under this Agreement by the Contractor shall be as provided in this contract;

- (3) Any ambiguity in this Agreement shall be resolved to bring the Agreement into compliance with the most current version of the Privacy Rule;
- (4) If a court of competent jurisdiction deems any provision of this Agreement unenforceable, such provision shall be severed from this Agreement and every other provision of the Agreement shall remain in full force and effect.

Pricing Schedule Registered Nursing Services  
Option Period: 01.01.26 thru 3.31.26

Line Item	Registered Nurse Position	Certification Requirements	Shift	Estimated Hours	Hourly Rate (all inclusive)	Period of Performance		Total Line Item Pricing
						Beginning	Ending	
LOCATION: Gallup Indian Medical Center, Gallup, NM								
4	Vaccination RN	ACLS, BLS	40 hrs per week/ 8 Hr flex Days with occasional evening shifts, weekends and holidays/Day shifts 0730-1600; Evening hours 1030-1900	1386		01.01.26	3.31.26	
	Nursing Div. total contracts						Nursing total- 4	

Date: \_\_\_\_\_ Signature: \_\_\_\_\_ SS Contract No. \_\_\_\_\_

Vendor: \_\_\_\_\_

- NOTE 1 52.222-41 Service Contract Act of 1965, as Amended (July 2005) shall apply to this RFQ.
- NOTE 2 The hours specified in the pricing schedule are estimates only. If the Government requirements do not result in the quantities described as estimated in the pricing schedule, that fact shall not constitute the basis for an equitable price adjustment.

## REGISTERED NURSE PROFILE CHECKLIST

RN NAME: \_\_\_\_\_ RN Current Phone Number: \_\_\_\_\_

UNIT APPLYING FOR: \_\_\_\_\_ RN Email Address: \_\_\_\_\_

COMPANY: \_\_\_\_\_

COMPANY POC & PH #: \_\_\_\_\_ Nurse Availability Date: \_\_\_\_\_

---

[illegible]

## SECTION E – SOLICITATION PROVISIONS

<b>52.212-1</b>	<b>INSTRUCTIONS TO OFFERORS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES</b>	<b>NOV 2025 (DEVIATION)</b>
-----------------	---	---------------------------------

Sub-paragraph (b) is replaced in its entirety by the following:

(b) Submission of quotes. All quotes must include the following information and submitted via email to [Felecia.chavez@ihs.gov](mailto:Felecia.chavez@ihs.gov) and [Kimberly.livingston2@ihs.gov](mailto:Kimberly.livingston2@ihs.gov).

(1) **Volume 1 – Label “Administrative Documents.”** Signed and dated SF-1449 and all associated SF-30 amendments, if any. A completed copy of the representations and certifications at Federal Acquisition Regulation (FAR) 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the quoter shall complete electronically).

(2) **Volume 2 – Label “Technical Capability and Approach.”** The offeror shall demonstrate its ability to meet or exceed the requirements outlined in the Performance Work Statement (PWS). The offeror shall provide the following information:

- A clear, detailed approach that outlines how the requirements of the PWS will be met.
  - Identify key personnel and demonstrate how they meet the qualifications stated in the PWS.
  - Resumes, certifications, and any other relevant documentation for all proposed key personnel.
  - Submit a proposed project schedule, ensuring alignment with the government’s required Period of Performance. The schedule must include tasks, milestones, and lead times, presented in a both narrative and chart formats.
- NO PRICING INFORMATION SHALL BE INCLUDED IN VOLUMES 1, 2, and 3. Submit three (3) copies.

(3) **Volume 3 – Label “Past Performance.”** Include a minimum of 3 but no more than 5 Non-Personal Service Contracts in Vaccination Clinic of similar or same scope and magnitude within the past five (5) years. Past performance information should include award information including modifications, fully-executed past performance reviews, and other information that demonstrate compliance to price, and technical capability. If available, include past performance evaluations from the Contractor Performance Assessment Reporting System (CPARS). Submit three (3) copies.

(4) **Volume 4 – Label “Price.”** Offerors shall provide detailed pricing aligned with the technical approach. Include a budget narrative explaining cost assumptions and indicate any discount terms. Submit three (3) copies.

<b>52.212-2</b>	<b>EVALUATION – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES</b>	<b>NOV 2025 (DEVIATION)</b>
-----------------	---	---------------------------------

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

1. Technical capability and approach in order to meet the government’s requirement as defined in Attachment A – Performance Work Statement
2. Key Personnel shall meet the requirements listed in section 7.0 of the PWS
3. Capability to meet the Period of Performance Schedule
4. Past Performance of three (3) projects providing non-personal service contract for Vaccination Clinic services within the past five (5) years.
5. Price

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the

option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

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

(End of provision)

**The following Federal Acquisition Regulations provisions incorporated by reference also apply:**

<input checked="" type="checkbox"/>	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2024
<input type="checkbox"/>	52.203-18	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS-REPRESENTATION	JAN 2017
<input checked="" type="checkbox"/>	52.204-7	SYSTEM FOR AWARD MANAGEMENT - REGISTRATION	NOV 2025 (DEVIATION)
<input type="checkbox"/>	52.204-7 Alt I	SYSTEM FOR AWARD MANAGEMENT—REGISTRATION, WITH ALTERNATE I	NOV 2025 (DEVIATION)
<input type="checkbox"/>	52.207-6	SOLICITATION OF OFFERS FROM SMALL BUSINESS CONCERNS AND SMALL BUSINESS TEAMING ARRANGEMENTS OR JOINT VENTURES (MULTIPLE-AWARD CONTRACTS)	AUG 2024
<input type="checkbox"/>	52.209-12	CERTIFICATION REGARDING TAX MATTERS	OCT 2025
<input checked="" type="checkbox"/>	52.216-31	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS – COMMERCIAL ACQUISITION	NOV 2021
<input type="checkbox"/>	52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	NOV 2025 (DEVIATION)
<input type="checkbox"/>	52.219-31	NOTICE OF SMALL BUSINESS RESERVE	MAR 2020
<input checked="" type="checkbox"/>	52.222-18	CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS	FEB 2021
<input type="checkbox"/>	52.222-48	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT—CERTIFICATION	MAY 2014
<input type="checkbox"/>	52.222-52	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS FOR CERTAIN SERVICES-CERTIFICATION	MAY 2014
<input type="checkbox"/>	52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN	OCT 2020
<input type="checkbox"/>	52.223-1	BIOBASED PRODUCT CERTIFICATION	MAY 2024
<input type="checkbox"/>	52.223-4	RECOVERED MATERIAL CERTIFICATION	MAY 2008
<input type="checkbox"/>	52.229-11	TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION	AUG 2025 (DEVIATION)
<input type="checkbox"/>	52.237-1	SITE VISIT	APR 1984

<input checked="" type="checkbox"/>	52.240-90	SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS	NOV 2025 (DEVIATION)
-------------------------------------	-----------	---	-------------------------

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

(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)

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

(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)

<b>52.222-48</b>	<b>EXEMPTION FROM THE APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT – CERTIFICATION</b>	<b>NOV 2025 (DEVIATION)</b>
------------------	--	---------------------------------

(a) The offeror shall check the following certification:

Certification

The offeror ☐ does ☐ does not certify that-

(1) The items of equipment to be serviced under this contract are used regularly for other than Government purposes, and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontractor) in substantial quantities to the general public in the course of normal business operations;

(2) The services will be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.

(i) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.

(ii) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror; and

(3) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract are the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR [22.1003-4](#)(c)(3) that the Service Contract Labor Standards statute-

(1) Will not apply to this offeror, then the Service Contract Labor Standards clause in this solicitation will not be included in any resultant contract to this offeror; or

(2) Will apply to this offeror, then the clause at [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements, in this solicitation will not be included in any resultant contract awarded to this offeror, and the offeror may be provided an opportunity to submit a new offer on that basis.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision-

(1) The clause in this solicitation at [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements, will not be included in any resultant contract awarded to this offeror; and

(2) The offeror shall notify the Contracting Officer as soon as possible, if the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation.



(d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

(End of provision)

<b>52.252-1</b>	<b>SOLICITATION PROVISIONS INCORPORATED BY REFERENCE</b>	<b>FEB 1998</b>
-----------------	--	-----------------

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)

<b>52.252-5</b>	<b>AUTHORIZED DEVIATIONS IN PROVISIONS</b>	<b>NOV 2020</b>
-----------------	--	-----------------

(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:**

<input type="checkbox"/>	352.219-70	MENTOR-PROTÉGÉ PROGRAM	DEC 2015
<input checked="" type="checkbox"/>	352.223-71	INSTRUCTIONS TO OFFERORS – SUSTAINABLE ACQUISITION	DEC 2015
<input type="checkbox"/>	352.225-5	NOTICE OF INDIAN ECONOMIC ENTERPRISE SET ASIDE	MAR 2022
<input checked="" type="checkbox"/>	352.226-4	NOTICE OF INDIAN SMALL BUSINESS ECONOMIC ENTERPRISE SET ASIDE	MAR 2022
<input checked="" type="checkbox"/>	352.226-7	INDIAN ECONOMIC ENTERPRISE REPRESENTATION	MAR 2022
<input checked="" type="checkbox"/>	352.239-73	ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY NOTICE	DEC 2015