

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1 REQUISITION NUMBER IHS1405939		PAGE OF 1 12	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE 07/07/2020	4. ORDER NUMBER 75H71020P01506		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL		a. NAME NATASHA BITSOI			b. TELEPHONE NUMBER 505-722-1551 <i>(No collect calls)</i>		8. OFFER DUE DATE/LOCAL TIME
9. ISSUED BY Gallup Indian Medical Center Acquisition Department 1808 W. Aztec Avenue Gallup NM 87301			CODE 51	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A)		NAICS: 561320 SIZE STANDARD: \$30.0	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS IHS NET 15P		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO Gallup Indian Medical Center 516 E. Nizhoni Blvd. Gallup NM 87301		CODE IHSGALLUP	16. ADMINISTERED BY Gallup Indian Medical Center Acquisition Department 1808 W. Aztec Avenue Gallup NM 87301				
17a. CONTRACTOR/OFFEROR JIC GLBOAL LLC JUAREZ INDUSTRIES 1561972 218 COUSINS RD VANDERWAGEN NM 87326 TELEPHONE NO. 703-2619352		CODE 1561972	FACILITY CODE	18a. PAYMENT WILL BE MADE BY IHSNAVAJO P.O. BOX 9020 WINDOW ROCK AZ 86515		CODE IHSNAVAJO	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	COVID19 PURCHASE ORDER *SMALL BUSINESS* This is a Performance-based Personal Service purchase order (P.L. 103-332), whereby the contractor shall provide Public Health Disaster Response Liaison service for the Gallup Indian Medical Center, Gallup, NM, in accordance with the attached performance work statement. This is an award to include a Base period plus <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA 2020.J54AR0D.25629					26. TOTAL AWARD AMOUNT <i>(For Govt. Use Only)</i> \$124,800.00		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52 212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" 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 checked="" 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: _____ 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 <i>(Type or print)</i>		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>		31c. DATE SIGNED	
				MARGARET J. SHIRLEY-DAMON		07/06/2020	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	<p>one option period. See below for schedule:</p> <p>Base Period: Jul 7, 2020 - Dec 31, 2020 1st Option Period: Jan 1, 2021 - Dec. 31, 2021 Appr. Yr.: 2020 CAN: J54AR0D Object Class: 25629 Period of Performance: 07/07/2020 to 12/31/2020</p> <p>Contractor shall provide Public Health Disaster Response Liaison services to the Gallup Indian Medical Center, Gallup, NM.</p> <p>All-inclusive rate: (b) (4)</p> <p>The hourly rate listed herein is an All Inclusive Rate. The Contractor is responsible for all costs associated with providing said services, i.e. travel, per diem, lodging/housing, etc.</p> <p>*****</p> <p>Point of Contact (POC): Name: Adriann Begay, M.D. Phone: (505) 722-1253</p> <p>The POC is primarily responsible for monitoring the technical progress including surveillance and assessment of performance for this purchase order Continued ...</p>				124,800.00

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. MA LING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____ 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____
 32g. E-MA L OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

33. SHIP NUMBER _____ 34. VOUCHER NUMBER _____ 35. AMOUNT VERIFIED CORRECT FOR _____ 36. PAYMENT COMPLETE PARTIAL FINAL _____ 37. CHECK NUMBER _____
 PARTIAL FINAL

38. S/R ACCOUNT NUMBER _____ 39. S/R VOUCHER NUMBER _____ 40. PAID BY _____

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

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REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
JIC GLEOAL LLC JUAREZ INDUSTRIES 1561972

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>including verifying and approving timesheets.</p> <p>**TIMESHEET SUBMISSION**</p> <p>Contractor shall submit a valid and accurate timesheet signed and approved by the assigned POC at Gallup Indian Medical Center.</p> <p>Administrative Contracting Officer (CO): Name: Natasha Bitsoi Phone: (505) 722-1549 Email Address: Natasha.Bitsoi@ihs.gov</p> <p>CO: is the only individual to authorize modifications to the purchase order and/or terms and conditions.</p> <p>Per FAR Subpart 1.602-2(d), the CO determines that this order requires a Contracting Officer Representative (COR).</p> <p>Contracting Officers Representative (COR): Name: Kevin Gaines, M.D. Phone: 505-722-1000 Email address: Kevin.Gaines@ihs.gov</p> <p>Required Signatures on Invoice(s): COR will certify/sign the Invoice.</p> <p>*****INVOICE SUBMISSION INSTRUCTIONS: The Contractor shall submit invoice(s) in accordance with FAR subpart 52.212-4(g) with the following addendum:</p> <p>1. Email to: NAV_GIMCAccountsPayable@ihs.gov</p> <p>Questions regarding Payment contact Finance at: (505) 722-1414.</p> <p>Additionally, the Contractor is required to include its Data Universal Numbering System (DUNS) number on each invoice. For additional information about the Dun & Bradstreet (D&B) DUNS number, please visit http://fedgov.dnb.com/webform.</p> <p>Invoices shall be submitted in accordance with Continued ...</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>the contract terms, i.e. payment schedule, progress payments, partial payments, deliverables, etc.</p> <p>All information set forth in FAR Clause 52.212-4(g), Invoice, must be included in all invoices for it to constitute a proper invoice.</p> <p>In accordance with OMB Memorandum, M-11-32, Agencies shall make payments to small businesses as soon as practicable, with the goal of making payments within 15 days of receipt of a proper invoice. If a small business contractors is not paid within this (15 day) accelerated period, the contractor will not be given a late-payment interest penalty. Interest penalties, as prescribed by the Prompt Payment Act, remain unchanged by means of this memorandum. All small businesses shall label all invoices as, Small Business.</p> <p>Additionally, in accordance with OMB Memorandum, M-12-16, all prime contractors are encouraged to disburse funds received from the Federal Government to their small business subcontractors in a prompt manner. To assist prime contractors in expediting contractor payments to small business subcontractors, Agencies shall, to the full extent permitted by law, temporarily establish an earlier, accelerated date for making agency payments to all prime contractors. Consistent with OMB Memorandum M-11-32 above, Agencies shall have a goal of paying all prime contractors within 15 days of receiving proper documentation. In an effort to support small business growth, drive economic activity and job creation, the Contractor is encouraged to accelerate payments to their small business subcontractors.</p> <p>In accordance with the requirements of the Debt Collection Improvement Act of 1996, all payments under this order will be made by electronic funds transfer (EFT). The Contractor shall provide financial institution information to the Finance Office designated above in accordance with FAR 52.232-33 Payment by Electronic Funds Transfer - Continued ...</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>System for Award Management.</p> <p>< === PURCHASE ORDER TERMS AND CONDITIONS ===></p> <p>This is a personal service purchase order. A personal services contract is defined by the Federal Acquisition Regulation (FAR) as, "a contract that, by its express terms or as administered, makes the contractor personnel appear, in effect, [to be] Government employees." The Indian Health Service has been granted such personal services contract authority under Public Law No. 103-332 to enter into personal services contracts with entities, either individuals or organizations, for the provision of services in facilities owned, operated or constructed under the jurisdiction of the Indian Health Service. Contractor personnel performing under a personal services contract, within the scope of the contract and services are performed within an IHS or federally owned or operated building, are extended coverage under the Federal Tort Claims Act (FTCA).</p> <p>ADDENDUM to FAR 52.212-4 Contract Terms and Conditions - Commercial Items the following clauses are incorporated into this contract:</p> <p>FAR 52.232-18 Availability of Funds (Apr 1984)</p> <p>Funds are not presently available for this contract beyond 12/31/2020. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.</p> <p>FAR 52.204-9 Personal Identity Verification of Contractor Personnel (Jan 2011)</p> <p>Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(a)The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) number 201.</p> <p>(b)The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:</p> <p>(1)When no longer needed for contract performance.</p> <p>(2)Upon completion of the Contractor employee's performance.</p> <p>(3)Upon contract completion or termination.</p> <p>(c)The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.</p> <p>(d)The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontractors when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.</p> <p>FAR 52.232-3 Payments under Personal Services Contracts (APR 1984)</p> <p>The Government shall pay the Contractor for the services performed by the Contractor, as set forth in the Schedule of this contract, at the rates prescribed, upon the submission by the Contractor of proper invoices or time statements to the office or officer designated and at the time provided for in this contract. The Government shall also pay the Contractor:</p> <p>(a) A per diem rate in lieu of subsistence for Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>each day the Contractor is in a travel status away from home or regular place of employment in accordance with Federal Travel Regulations (41 CFR 101-7) as authorized in appropriate Travel Orders; and</p> <p>(b) Any other transportation expenses if provided for in the Schedule.</p> <p>FAR 52.249-12 Termination (Personal Services) (Apr 1984)</p> <p>The Government may terminate this contract at any time upon at least 15 days' written notice by the Contracting Officer to the Contractor. The Contractor, with the written consent of the Contracting Officer, may terminate this contract upon at least 15 days written notice to the Contracting Officer.</p> <p>52.217-8 Option to Extend Services (Nov 1999)</p> <p>The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days.</p> <p>52.217-9 Option to Extend the Term of the Contact (Mar 2000)</p> <p>(a)The Government may extend the term of this contract by written notice to the Contractor within 45 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension. (b)If the Government exercises this option, the extended contract shall be considered to include this option clause. (c)The total duration of this contract, including the exercise of any options under this clause, shall not exceed 18 months.</p> <p>Continued ...</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(End of clause)</p> <p>< === HEALTH & HUMAN SERVICE ACQUISITION === > < === REGULATION CLAUSES === ></p> <p>352.202-1 Definitions. (JAN 2006) 352.226-1 Indian Preference (DEC 2015) 352.226-2 Indian Preference Program (DEC 2015)</p> <p>HHSAR 352.237-75 Key personnel (December 2015)</p> <p>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.</p> <p>Key Personnel:</p> <p>1. Warner Anderson, M.D.</p> <p>HHSAR 352.224-70 Privacy Act (December 2015)</p> <p>This contract requires the Contractor to perform one or more of the following: (a) design; (b) develop; or (c) operate a Federal agency system Continued ...</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>of records to accomplish an agency function in accordance with the Privacy Act of 1974 (Act) (5 U.S.C. 552a (m) (1)) and applicable agency regulations. The term system of records means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual. Violations of the Act by the Contractor and/or its employees may result in the imposition of criminal penalties (5 U.S.C. 552a (i)). The Contractor shall ensure that each of its employees knows the prescribed rules of conduct in 45 CFR Part 5b and that each employee is aware that he/she is subject to criminal penalties for violation of the Act to the same extent as Department of Health and Human Services employees. These provisions also apply to all subcontracts the Contractor awards under this contract which require the design, development or operation of the designated system(s) of records (5 U.S.C. 552a (m) (1)). The contract work statement: (a) Identifies the system(s) of records and the design, development, or operation work the Contractor is to perform; and (b) specifies the disposition to be made of such records upon completion of contract performance.</p> <p>HHSAR 352.237-70 Pro-Children Act (December 2015)</p> <p>(a)Public Law 103-227, Title X, Part C, also known as the Pro-Children Act of 1994 (Act), 20 U.S.C. 7183, imposes restrictions on smoking in facilities where certain federally funded children's services are provided. The Act prohibits smoking within any indoor facility (or portion thereof), whether owned, leased, or contracted for, that is used for the routing or regular provision of: (i) kindergarten, elementary or secondary education or library services or (ii) health or day care services that are provided to children under the age of 18. The statutory prohibition also applies to indoor facilities that are constructed, operated, or maintained with Federal funds. (b) By acceptance of this contract or order, the Contractor agrees to comply with the requirements of the Act. The Continued ...</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Act also applies to all subcontracts awarded under this contract for the specified children's services. Accordingly, the Contractor shall ensure that each of its employees, and any subcontractor staff, is made aware of, understands, and complies with the provisions of the Act. Failure to comply with the Act may result in the imposition of a civil monetary penalty in an amount not to exceed \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. Each day a violation continues constitutes a separate violation.</p> <p>HHSAR 352.237-71 Crime Control Act - reporting of child abuse (December 2015)</p> <p>(a)Public Law 101-647, also known as the Crime Control Act of 1990 (Act), imposes responsibilities on certain individuals who, while engaged in a professional capacity of activity, as defined in the Act, on Federal land or in a federally-operated (or contracted) facility, learn of facts that give the individual reason to suspect that a child has suffered an incident of child abuse. (b) The Act designates covered professionals as those persons engaged in professions and activities in eight different categories including, but not limited to, teachers, social workers, physicians, dentists, medical residents or interns, hospital personnel and administrators, nurses, health care practitioners, chiropractors, osteopaths, pharmacists, optometrists, podiatrists, emergency medical technicians, ambulance drivers, alcohol or drug treatment personnel, psychologists, psychiatrists, mental health professionals, child care workers and administrators, and commercial film and photo processors. The Act defines the term "child abuse" as the physical or mental injury, sexual abuse or exploitation, or negligent treatment of a child. (c)Accordingly, any person engaged in a covered profession or activity under an HHS contract or subcontract, regardless of the purpose of the contract or subcontract, shall immediately report a suspected child abuse incident in accordance with the Continued ...</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>provisions of the Act. If a child is suspected of being harmed, the appropriate State Child Abuse Hotline, local child protective services (CPS), or law enforcement agency shall be contacted. For more information about where and how to file a report, the Childhelp USA, National Child Abuse Hotline (1-800-4-A-CHILD) shall be called. Any covered professional failing to make a timely report of such incident shall be guilty of a Class B misdemeanor. (d)By acceptance of this contract or order, the Contractor agrees to comply with the requirements of the Act. The Act also applies to all applicable subcontracts awarded under this contract. Accordingly, the Contractor shall ensure that each of its employees, and any subcontract staff, is made aware of, understands, and complies with the provisions of the Act.</p> <p>HHSAR 352.237-72 Crime Control Act - requirement for background checks (December 2015)</p> <p>(a)Public Law 101-647, also known as the Crime Control Act of 1990 (Act), requires that all individuals involved with the provisions of child care services to children under the age of 18 undergo a criminal background check. Child care services include, but are not limited to, social service, health and mental health care, child (day) care, education (whether or not directly involved in teaching), and rehabilitative programs. Any conviction for a sex crime, an offense involving a child victim, or a drug felony may be grounds for denying employment or for dismissal of an employee providing any of the services listed above. (b)The Contracting Officer will provide the necessary information to the Contractor regarding the process for obtaining the background check. The Contractor may hire a staff person provisionally prior to the completion of a background check, if at all times prior to the receipt of the background check during which children are in the care of the newly-hired person, the person is within the sight and under the supervision of a previously investigated staff person. (c)By acceptance of this contract or order, the Contractor agrees to</p> <p>Continued ...</p>				

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	<p>comply with the requirements of the Act. The Act also applies to all applicable subcontracts awarded under this contract. Accordingly, the Contractor, shall ensure that each of its employees, and any subcontractor staff, is made aware of, understands, and complies with the provisions of the Act.</p> <p>Health Insurance Portability and Accountability Act (HIPAA) The Indian Health Service (IHS) is required to comply with HIPAA in the provision of health care to IHS patients. HIPAA was implemented by the U.S. Department of Health and Human Services, Office of Civil Rights, under the Code of Federal Regulations, Part 160 and 164. Accordingly, all health care providers, including contracted health care providers are required to comply with HIPAA requirements (Full text will be furnished upon request).</p> <p>Additional Applicable Federal Acquisition Regulations (FAR) Clauses: 52.204-7 System for Award Management (Oct 2018) 52.224-1 Privacy Act Notification (Apr 1984) 52.224-2 Privacy Act (Apr 1984) 52.232-33 Payments by Electronic Funds Transfer - System for Award Management (Oct 2018) 52.232-40 Providing Accelerate Payments to Small Business Subcontractors (Dec 2013) 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Aug 1984) 52.237-3 Continuity of Services (Jan 1991)</p> <p>The total amount of award: \$124,800.00. The obligation for this award is shown in box 26.</p>				

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>			1 REQUISITION NUMBER IHS1405939		PAGE OF 1 12	
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25. ACCOUNTING AND APPROPRIATION DATA 2020.J54AR0D.25629				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$124,800.00			
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52 212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.		<input checked="" 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 checked="" type="checkbox"/> ARE NOT ATTACHED.	
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<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: _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	
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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) MICHELLE A. JAMES		31c. DATE SIGNED 07/10/2020
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	<p>one option period. See below for schedule:</p> <p>Base Period: Jul 13, 2020 - Dec 31, 2020 1st Option Period: Jan 1, 2021 - Dec. 31, 2021 Appr. Yr.: 2020 CAN: J54AR0D Object Class: 25629 Period of Performance: 07/13/2020 to 12/31/2020</p> <p>Contractor shall provide Public Health Disaster Response Liaison services to the Gallup Indian Medical Center, Gallup, NM.</p> <p>All-inclusive rate: (b) (4)</p> <p>The hourly rate listed herein is an All Inclusive Rate. The Contractor is responsible for all costs associated with providing said services, i.e. travel, per diem, lodging/housing, etc.</p> <p>*****</p> <p>Point of Contact (POC): Name: Adriann Begay, M.D. Phone: (505) 722-1253</p> <p>The POC is primarily responsible for monitoring the technical progress including surveillance and assessment of performance for this purchase order Continued ...</p>				124,800.00

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
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32e. MA LING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MA L OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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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 CERTIFY NG OFFICER	41c. DATE
42b. RECEIVED AT (<i>Location</i>)	
42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>including verifying and approving timesheets.</p> <p>**TIMESHEET SUBMISSION**</p> <p>Contractor shall submit a valid and accurate timesheet signed and approved by the assigned POC at Gallup Indian Medical Center.</p> <p>Administrative Contracting Officer (CO): Name: Natasha Bitsoi Phone: (505) 722-1549 Email Address: Natasha.Bitsoi@ihs.gov</p> <p>CO: is the only individual to authorize modifications to the purchase order and/or terms and conditions.</p> <p>Per FAR Subpart 1.602-2(d), the CO determines that this order requires a Contracting Officer Representative (COR).</p> <p>Contracting Officers Representative (COR): Name: Kevin Gaines, M.D. Phone: 505-722-1000 Email address: Kevin.Gaines@ihs.gov</p> <p>Required Signatures on Invoice(s): COR will certify/sign the Invoice.</p> <p>*****INVOICE SUBMISSION INSTRUCTIONS: The Contractor shall submit invoice(s) in accordance with FAR subpart 52.212-4(g) with the following addendum:</p> <p>1. Email to: NAV_GIMCAccountsPayable@ihs.gov</p> <p>Questions regarding Payment contact Finance at: (505) 722-1414.</p> <p>Additionally, the Contractor is required to include its Data Universal Numbering System (DUNS) number on each invoice. For additional information about the Dun & Bradstreet (D&B) DUNS number, please visit http://fedgov.dnb.com/webform.</p> <p>Invoices shall be submitted in accordance with Continued ...</p>				

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	<p>the contract terms, i.e. payment schedule, progress payments, partial payments, deliverables, etc.</p> <p>All information set forth in FAR Clause 52.212-4(g), Invoice, must be included in all invoices for it to constitute a proper invoice.</p> <p>In accordance with OMB Memorandum, M-11-32, Agencies shall make payments to small businesses as soon as practicable, with the goal of making payments within 15 days of receipt of a proper invoice. If a small business contractors is not paid within this (15 day) accelerated period, the contractor will not be given a late-payment interest penalty. Interest penalties, as prescribed by the Prompt Payment Act, remain unchanged by means of this memorandum. All small businesses shall label all invoices as, Small Business.</p> <p>Additionally, in accordance with OMB Memorandum, M-12-16, all prime contractors are encouraged to disburse funds received from the Federal Government to their small business subcontractors in a prompt manner. To assist prime contractors in expediting contractor payments to small business subcontractors, Agencies shall, to the full extent permitted by law, temporarily establish an earlier, accelerated date for making agency payments to all prime contractors. Consistent with OMB Memorandum M-11-32 above, Agencies shall have a goal of paying all prime contractors within 15 days of receiving proper documentation. In an effort to support small business growth, drive economic activity and job creation, the Contractor is encouraged to accelerate payments to their small business subcontractors.</p> <p>In accordance with the requirements of the Debt Collection Improvement Act of 1996, all payments under this order will be made by electronic funds transfer (EFT). The Contractor shall provide financial institution information to the Finance Office designated above in accordance with FAR 52.232-33 Payment by Electronic Funds Transfer - Continued ...</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>System for Award Management.</p> <p>< === PURCHASE ORDER TERMS AND CONDITIONS === ></p> <p>This is a personal service purchase order. A personal services contract is defined by the Federal Acquisition Regulation (FAR) as, "a contract that, by its express terms or as administered, makes the contractor personnel appear, in effect, [to be] Government employees." The Indian Health Service has been granted such personal services contract authority under Public Law No. 103-332 to enter into personal services contracts with entities, either individuals or organizations, for the provision of services in facilities owned, operated or constructed under the jurisdiction of the Indian Health Service. Contractor personnel performing under a personal services contract, within the scope of the contract and services are performed within an IHS or federally owned or operated building, are extended coverage under the Federal Tort Claims Act (FTCA).</p> <p>ADDENDUM to FAR 52.212-4 Contract Terms and Conditions - Commercial Items the following clauses are incorporated into this contract:</p> <p>FAR 52.232-18 Availability of Funds (Apr 1984)</p> <p>Funds are not presently available for this contract beyond 12/31/2020. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.</p> <p>FAR 52.204-9 Personal Identity Verification of Contractor Personnel (Jan 2011)</p> <p>(a)The Contractor shall comply with agency Continued ...</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) number 201.</p> <p>(b)The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:</p> <p>(1)When no longer needed for contract performance.</p> <p>(2)Upon completion of the Contractor employee's performance.</p> <p>(3)Upon contract completion or termination.</p> <p>(c)The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.</p> <p>(d)The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontractors when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.</p> <p>FAR 52.232-3 Payments under Personal Services Contracts (APR 1984)</p> <p>The Government shall pay the Contractor for the services performed by the Contractor, as set forth in the Schedule of this contract, at the rates prescribed, upon the submission by the Contractor of proper invoices or time statements to the office or officer designated and at the time provided for in this contract. The Government shall also pay the Contractor:</p> <p>(a) A per diem rate in lieu of subsistence for each day the Contractor is in a travel status</p> <p>Continued ...</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>away from home or regular place of employment in accordance with Federal Travel Regulations (41 CFR 101-7) as authorized in appropriate Travel Orders; and</p> <p>(b) Any other transportation expenses if provided for in the Schedule.</p> <p>FAR 52.249-12 Termination (Personal Services) (Apr 1984)</p> <p>The Government may terminate this contract at any time upon at least 15 days' written notice by the Contracting Officer to the Contractor. The Contractor, with the written consent of the Contracting Officer, may terminate this contract upon at least 15 days written notice to the Contracting Officer.</p> <p>52.217-8 Option to Extend Services (Nov 1999)</p> <p>The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days.</p> <p>52.217-9 Option to Extend the Term of the Contact (Mar 2000)</p> <p>(a)The Government may extend the term of this contract by written notice to the Contractor within 45 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension. (b)If the Government exercises this option, the extended contract shall be considered to include this option clause. (c)The total duration of this contract, including the exercise of any options under this clause, shall not exceed 18 months.</p> <p>Continued ...</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(End of clause)</p> <p>< === HEALTH & HUMAN SERVICE ACQUISITION === > < === REGULATION CLAUSES === ></p> <p>352.202-1 Definitions. (JAN 2006) 352.226-1 Indian Preference (DEC 2015) 352.226-2 Indian Preference Program (DEC 2015)</p> <p>HHSAR 352.237-75 Key personnel (December 2015)</p> <p>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.</p> <p>Key Personnel:</p> <p>1. Warner Anderson, M.D.</p> <p>HHSAR 352.224-70 Privacy Act (December 2015)</p> <p>This contract requires the Contractor to perform one or more of the following: (a) design; (b) develop; or (c) operate a Federal agency system of records to accomplish an agency function in Continued ...</p>				

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	<p>accordance with the Privacy Act of 1974 (Act) (5 U.S.C. 552a (m) (1)) and applicable agency regulations. The term system of records means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual. Violations of the Act by the Contractor and/or its employees may result in the imposition of criminal penalties (5 U.S.C. 552a (i)). The Contractor shall ensure that each of its employees knows the prescribed rules of conduct in 45 CFR Part 5b and that each employee is aware that he/she is subject to criminal penalties for violation of the Act to the same extent as Department of Health and Human Services employees. These provisions also apply to all subcontracts the Contractor awards under this contract which require the design, development or operation of the designated system(s) of records (5 U.S.C. 552a (m) (1)). The contract work statement: (a) Identifies the system(s) of records and the design, development, or operation work the Contractor is to perform; and (b) specifies the disposition to be made of such records upon completion of contract performance.</p> <p>HHSAR 352.237-70 Pro-Children Act (December 2015)</p> <p>(a)Public Law 103-227, Title X, Part C, also known as the Pro-Children Act of 1994 (Act), 20 U.S.C. 7183, imposes restrictions on smoking in facilities where certain federally funded children's services are provided. The Act prohibits smoking within any indoor facility (or portion thereof), whether owned, leased, or contracted for, that is used for the routing or regular provision of: (i) kindergarten, elementary or secondary education or library services or (ii) health or day care services that are provided to children under the age of 18. The statutory prohibition also applies to indoor facilities that are constructed, operated, or maintained with Federal funds. (b) By acceptance of this contract or order, the Contractor agrees to comply with the requirements of the Act. The Act also applies to all subcontracts awarded</p> <p>Continued ...</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>under this contract for the specified children's services. Accordingly, the Contractor shall ensure that each of its employees, and any subcontractor staff, is made aware of, understands, and complies with the provisions of the Act. Failure to comply with the Act may result in the imposition of a civil monetary penalty in an amount not to exceed \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. Each day a violation continues constitutes a separate violation.</p> <p>HHSAR 352.237-71 Crime Control Act - reporting of child abuse (December 2015)</p> <p>(a)Public Law 101-647, also known as the Crime Control Act of 1990 (Act), imposes responsibilities on certain individuals who, while engaged in a professional capacity of activity, as defined in the Act, on Federal land or in a federally-operated (or contracted) facility, learn of facts that give the individual reason to suspect that a child has suffered an incident of child abuse. (b) The Act designates covered professionals as those persons engaged in professions and activities in eight different categories including, but not limited to, teachers, social workers, physicians, dentists, medical residents or interns, hospital personnel and administrators, nurses, health care practitioners, chiropractors, osteopaths, pharmacists, optometrists, podiatrists, emergency medical technicians, ambulance drivers, alcohol or drug treatment personnel, psychologists, psychiatrists, mental health professionals, child care workers and administrators, and commercial film and photo processors. The Act defines the term "child abuse" as the physical or mental injury, sexual abuse or exploitation, or negligent treatment of a child. (c)Accordingly, any person engaged in a covered profession or activity under an HHS contract or subcontract, regardless of the purpose of the contract or subcontract, shall immediately report a suspected child abuse incident in accordance with the provisions of the Act. If a child is suspected of</p> <p>Continued ...</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>being harmed, the appropriate State Child Abuse Hotline, local child protective services (CPS), or law enforcement agency shall be contacted. For more information about where and how to file a report, the Childhelp USA, National Child Abuse Hotline (1-800-4-A-CHILD) shall be called. Any covered professional failing to make a timely report of such incident shall be guilty of a Class B misdemeanor. (d)By acceptance of this contract or order, the Contractor agrees to comply with the requirements of the Act. The Act also applies to all applicable subcontracts awarded under this contract. Accordingly, the Contractor shall ensure that each of its employees, and any subcontract staff, is made aware of, understands, and complies with the provisions of the Act.</p> <p>HHSAR 352.237-72 Crime Control Act - requirement for background checks (December 2015)</p> <p>(a)Public Law 101-647, also known as the Crime Control Act of 1990 (Act), requires that all individuals involved with the provisions of child care services to children under the age of 18 undergo a criminal background check. Child care services include, but are not limited to, social service, health and mental health care, child (day) care, education (whether or not directly involved in teaching), and rehabilitative programs. Any conviction for a sex crime, an offense involving a child victim, or a drug felony may be grounds for denying employment or for dismissal of an employee providing any of the services listed above. (b)The Contracting Officer will provide the necessary information to the Contractor regarding the process for obtaining the background check. The Contractor may hire a staff person provisionally prior to the completion of a background check, if at all times prior to the receipt of the background check during which children are in the care of the newly-hired person, the person is within the sight and under the supervision of a previously investigated staff person. (c)By acceptance of this contract or order, the Contractor agrees to comply with the requirements of the Act. The Act Continued ...</p>				

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	<p>also applies to all applicable subcontracts awarded under this contract. Accordingly, the Contractor, shall ensure that each of its employees, and any subcontractor staff, is made aware of, understands, and complies with the provisions of the Act.</p> <p>Health Insurance Portability and Accountability Act (HIPAA) The Indian Health Service (IHS) is required to comply with HIPAA in the provision of health care to IHS patients. HIPAA was implemented by the U.S. Department of Health and Human Services, Office of Civil Rights, under the Code of Federal Regulations, Part 160 and 164. Accordingly, all health care providers, including contracted health care providers are required to comply with HIPAA requirements (Full text will be furnished upon request).</p> <p>Additional Applicable Federal Acquisition Regulations (FAR) Clauses: 52.204-7 System for Award Management (Oct 2018) 52.224-1 Privacy Act Notification (Apr 1984) 52.224-2 Privacy Act (Apr 1984) 52.232-33 Payments by Electronic Funds Transfer - System for Award Management (Oct 2018) 52.232-40 Providing Accelerate Payments to Small Business Subcontractors (Dec 2013) 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Aug 1984) 52.237-3 Continuity of Services (Jan 1991)</p> <p>The total amount of award: \$124,800.00. The obligation for this award is shown in box 26.</p>				

JIC Global LLC

Health, Security, and Culture

A Service-Disabled Veteran Owned Small Business

July 10, 2020

Human Resources
Gallup Indian Medical Center
Administrative Services Building
1808 W Aztec Ave
Gallup, NM 87301

Ms Bitsoi:

JIC Global LLC confirms that Warner Anderson MD FACP has committed to provide the services of Public Health Disaster Response Liaison to Gallup Indian Medical Center.

- Period of Performance: Upon signing, through 31 December 2020, with a one-year optional extension.
- The price will be (b) (4) ., with a maximum of (b) (4) hr./year.
- Work site is remote, with access to GIMC as needed.
- Travel will be required, as conditions permit.

Please do not hesitate to call me at (505) 507-3173 with any questions or for more information.

Thank you.

Sincerely,



Warner Anderson MD FACP
Medical Director