SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER	PAGE	OF
	1	23

2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			75H70626Q00184	08/31/2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/LOCAL TIME
	MONA WEINMAN	605-945-5427	09/18/2026 1400 CT

9. ISSUED BY CODE 159

Aberdeen Area Indian Health Servic
Federal Building
115 Fourth Ave, SE
Aberdeen SD 57401

10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: 100.00 % FOR:

- ☒ SMALL BUSINESS
- ☐ HUBZONE SMALL BUSINESS
- ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
- ☐ WOMEN-OWNED SMALL BUSINESS (WOSB)
- ☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
- ☐ 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 334516

SIZE STANDARD: 1,000

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)	13b. RATING	14. METHOD OF SOLICITATION
☒ SEE SCHEDULE		☐		☒ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE

Multiple Destinations

16. ADMINISTERED BY CODE

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE

TELEPHONE NO.

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	This acquisition is 100% Small Business set-aside for a Firm-Fixed Cost-Per-Test IDIQ type contract to provide FDA-cleared Hematology analyzers with associated reagents, consumables, training, LIS interface and full-service support for multiple GPAIHS locations. Period of performance one (1) base year plus four (4), one (1) year option periods, for a total potential period of performance of five (5) years, as defined in the SOW. *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Government Use Only)*

☒ 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 ☒ ARE ☐ ARE NOT ATTACHED.

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

☐ 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.

☐ 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
		NICHOLE R. LEREW	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The contractor is required to fill the order based on the statement of work and quoted price. The "Unit Price" is an all-inclusive cost. All "inclusive cost" is defined as including travel, lodging, per diem, fringe benefits, i.e., life insurance, social security, federal, state, and local taxes, plus all other costs pertinent to the performance of this purchase. Period of Performance: 09/18/2026 to 08/31/2027				
1	Base Year installation training and ongoing support of Hematology analyzers and associated equipment required for diagnostic testing at the Great Plains Area Belcourt Delivery: 08/31/2027 Delivery Location Code: IHSBELCOURT IHSBELCOURT Q.N.B.M.H.C.F 1300 Hospital Road PO Box 160 Belcourt ND 58316 US Period of Performance: 09/23/2026 to 08/31/2027				
2	Base Year installation training and ongoing Continued ...				

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 ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER
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 *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	support of Hematology analyzers and associated equipment required for diagnostic testing at the Great Plains Area Eagle Butte Delivery: 08/31/2027 Delivery Location Code: IHSEAGLEBUTTE IHSEAGLEBUTTE 24276 166th Street Airport Road EAGLE BUTTE SD 57625 US Period of Performance: 09/23/2026 to 08/31/2027				
3	Base Year installation training and ongoing support of Hematology analyzers and associated equipment required for diagnostic testing at the Great Plains Area Fort Thompson Delivery: 08/31/2027 Delivery Location Code: IHSFTTHOMPSON IHSFTTHOMPSON 1323 BIA Rt. 4 Box 200 FT THOMPSON SD 57339 US Period of Performance: 09/23/2026 to 08/31/2027				
4	Base Year installation training and ongoing support of Hematology analyzers and associated equipment required for diagnostic testing at the Great Plains Area Standing Rock Delivery: 08/31/2027 Delivery Location Code: IHSFTYATES IHSFTYATES 10 Standing Rock Ave FT YATES ND 58538 US Period of Performance: 09/23/2026 to 08/31/2027				
5	Base Year installation training and ongoing support of Hematology analyzers and associated equipment required for diagnostic testing at the Great Plains Area Kyle Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Delivery: 08/31/2027 Delivery Location Code: IHSKYLE IHSKYLE 1000 HEALTH CENTER ROAD PO BOX 540 KYLE SD 57752 US Period of Performance: 09/23/2026 to 08/31/2027				
6	Base Year installation training and ongoing support of Hematology analyzers and associated equipment required for diagnostic testing at the Great Plains Area Lower Brule Delivery: 08/31/2027 Delivery Location Code: IHSLOWERBRULE IHSLOWERBRULE 601 GALL ST PO BOX 248 LOWER BRULE SD 57548 US Period of Performance: 09/23/2026 to 08/31/2027				
7	Base Year installation training and ongoing support of Hematology analyzers and associated equipment required for diagnostic testing at the Great Plains Area McLaughlin Delivery: 08/31/2027 Delivery Location Code: IHSMCLAUGHLIN IHSMCLAUGHLIN 701 E 6TH ST BOX 879 MCLAUGHLIN SD 57642 US Period of Performance: 09/23/2026 to 08/31/2027				
8	Base Year installation training and ongoing support of Hematology analyzers and associated equipment required for diagnostic testing at the Great Plains Area Pine Ridge Delivery: 08/31/2027 Delivery Location Code: IHSPINERIDGE IHSPINERIDGE Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	607 Indian Health Road E. Hwy 18 PINE RIDGE SD 57770 US Period of Performance: 09/23/2026 to 08/31/2027				
9	Base Year installation training and ongoing support of Hematology analyzers and associated equipment required for diagnostic testing at the Great Plains Area Rosebud Delivery: 08/31/2027 Delivery Location Code: IHSROSEBUD IHSROSEBUD 800 HOSPITAL DR ROSEBUD SD 57570 US Period of Performance: 09/23/2026 to 08/31/2027				
10	Base Year installation training and ongoing support of Hematology analyzers and associated equipment required for diagnostic testing at the Great Plains Area Sisseton Delivery: 08/31/2027 Delivery Location Code: IHSSISSETON IHSSISSETON 100 LAKE TRAVERSE DRIVE SISSETON SD 57262 US Period of Performance: 09/23/2026 to 08/31/2027				
11	Base Year installation training and ongoing support of Hematology analyzers and associated equipment required for diagnostic testing at the Great Plains Area Wagner Delivery: 08/31/2027 Delivery Location Code: IHSWAGNER IHSWAGNER 110 WASHINGTON ST WAGNER SD 57380 US Period of Performance: 09/23/2026 to 08/31/2027 Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
12	Base Year installation training and ongoing support of Hematology analyzers and associated equipment required for diagnostic testing at the Great Plains Area Wanblee Delivery: 08/31/2027 Delivery Location Code: IHSWANBLEE IHSWANBLEE 210 1st Street PO Box 290 WANBLEE SD 57577 US Period of Performance: 09/23/2026 to 08/31/2027				
13	OY1 ongoing support of Hematology analyzers and associated equipment required for diagnostic testing at the Great Plains Area Belcourt (Option Line Item) 08/01/2027 Delivery: 08/31/2028 Delivery Location Code: IHSBELCOURT IHSBELCOURT Q.N.B.M.H.C.F 1300 Hospital Road PO Box 160 Belcourt ND 58316 US Period of Performance: 09/01/2027 to 08/31/2028				
14	OY1 ongoing support of Hematology analyzers and associated equipment required for diagnostic testing at the Great Plains Area Eagle Butte (Option Line Item) 08/01/2027 Delivery: 08/31/2028 Delivery Location Code: IHSEAGLEBUTTE IHSEAGLEBUTTE 24276 166th Street Airport Road EAGLE BUTTE SD 57625 US Period of Performance: 09/01/2027 to 08/31/2028 Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
15	OY1 ongoing support of Hematology analyzers and associated equipment required for diagnostic testing at the Great Plains Area Fort Thompson (Option Line Item) 08/01/2027 Delivery: 08/31/2028 Delivery Location Code: IHSFTTHOMPSON IHSFTTHOMPSON 1323 BIA Rt. 4 Box 200 FT THOMPSON SD 57339 US Period of Performance: 09/01/2027 to 08/31/2028				
16	OY1 ongoing support of Hematology analyzers and associated equipment required for diagnostic testing at the Great Plains Area Standing Rock (Option Line Item) 08/01/2027 Delivery: 08/31/2028 Delivery Location Code: IHSFTYATES IHSFTYATES 10 Standing Rock Ave FT YATES ND 58538 US Period of Performance: 09/01/2027 to 08/31/2028				
17	OY1 ongoing support of Hematology analyzers and associated equipment required for diagnostic testing at the Great Plains Area Kyle (Option Line Item) 08/01/2027 Delivery: 08/31/2028 Delivery Location Code: IHSKYLE IHSKYLE 1000 HEALTH CENTER ROAD PO BOX 540 KYLE SD 57752 US Period of Performance: 09/01/2027 to 08/31/2028 Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
18	OY1 ongoing support of Hematology analyzers and associated equipment required for diagnostic testing at the Great Plains Area Lower Brule (Option Line Item) 08/01/2027 Delivery: 08/31/2028 Delivery Location Code: IHSLOWERBRULE IHSLOWERBRULE 601 GALL ST PO BOX 248 LOWER BRULE SD 57548 US Period of Performance: 09/01/2027 to 08/31/2028				
19	OY1 ongoing support of Hematology analyzers and associated equipment required for diagnostic testing at the Great Plains Area McLaughlin (Option Line Item) 08/01/2027 Delivery: 08/31/2028 Delivery Location Code: IHSMCLAUGHLIN IHSMCLAUGHLIN 701 E 6TH ST BOX 879 MCLAUGHLIN SD 57642 US Period of Performance: 09/01/2027 to 08/31/2028				
20	OY1 ongoing support of Hematology analyzers and associated equipment required for diagnostic testing at the Great Plains Area Pine Ridge (Option Line Item) 08/01/2027 Delivery: 08/31/2028 Delivery Location Code: IHSPINERIDGE IHSPINERIDGE 607 Indian Health Road E. Hwy 18 PINE RIDGE SD 57770 US Period of Performance: 09/01/2027 to 08/31/2028				

Continued ...

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
21	OY1 ongoing support of Hematology analyzers and associated equipment required for diagnostic testing at the Great Plains Area Rosebud (Option Line Item) 08/01/2027 Delivery: 08/31/2028 Delivery Location Code: IHSROSEBUD IHSROSEBUD 800 HOSPITAL DR ROSEBUD SD 57570 US Period of Performance: 09/01/2027 to 08/31/2028				
22	OY1 ongoing support of Hematology analyzers and associated equipment required for diagnostic testing at the Great Plains Area Sisseton (Option Line Item) 08/01/2027 Delivery: 08/31/2028 Delivery Location Code: IHSSISSETON IHSSISSETON 100 LAKE TRAVERSE DRIVE SISSETON SD 57262 US Period of Performance: 09/01/2027 to 08/31/2028				
23	OY1 ongoing support of Hematology analyzers and associated equipment required for diagnostic testing at the Great Plains Area Wagner (Option Line Item) 08/01/2027 Delivery: 08/31/2028 Delivery Location Code: IHSWAGNER IHSWAGNER 110 WASHINGTON ST WAGNER SD 57380 US Period of Performance: 09/01/2027 to 08/31/2028				
24	OY1 ongoing support of Hematology analyzers and Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	associated equipment required for diagnostic testing at the Great Plains Area Wanblee (Option Line Item) 08/01/2027 Delivery: 08/31/2028 Delivery Location Code: IHSWANBLEE IHSWANBLEE 210 1st Street PO Box 290 WANBLEE SD 57577 US Period of Performance: 09/01/2027 to 08/31/2028				
25	OY2 ongoing support of Hematology analyzers and associated equipment required for diagnostic testing at the Great Plains Area Belcourt (Option Line Item) 08/01/2028 Delivery: 08/31/2029 Delivery Location Code: IHSBELCOURT IHSBELCOURT Q.N.B.M.H.C.F 1300 Hospital Road PO Box 160 Belcourt ND 58316 US Period of Performance: 09/01/2028 to 08/31/2029				
26	OY2 ongoing support of Hematology analyzers and associated equipment required for diagnostic testing at the Great Plains Area Eagle Butte (Option Line Item) 08/01/2028 Delivery: 08/31/2029 Delivery Location Code: IHSEAGLEBUTTE IHSEAGLEBUTTE 24276 166th Street Airport Road EAGLE BUTTE SD 57625 US Period of Performance: 09/01/2028 to 08/31/2029				

Continued ...

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
27	OY2 ongoing support of Hematology analyzers and associated equipment required for diagnostic testing at the Great Plains Area Fort Thompson (Option Line Item) 08/01/2028 Delivery: 08/31/2029 Delivery Location Code: IHSFTTHOMPSON IHSFTTHOMPSON 1323 BIA Rt. 4 Box 200 FT THOMPSON SD 57339 US Period of Performance: 09/01/2028 to 08/31/2029				
28	OY2 ongoing support of Hematology analyzers and associated equipment required for diagnostic testing at the Great Plains Area Standing Rock (Option Line Item) 08/01/2028 Delivery: 08/31/2029 Delivery Location Code: IHSFTYATES IHSFTYATES 10 Standing Rock Ave FT YATES ND 58538 US Period of Performance: 09/01/2028 to 08/31/2029				
29	OY2 ongoing support of Hematology analyzers and associated equipment required for diagnostic testing at the Great Plains Area Kyle (Option Line Item) 08/01/2028 Delivery: 08/31/2029 Delivery Location Code: IHSKYLE IHSKYLE 1000 HEALTH CENTER ROAD PO BOX 540 KYLE SD 57752 US Period of Performance: 09/01/2028 to 08/31/2029				
30	OY2 ongoing support of Hematology analyzers and Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	associated equipment required for diagnostic testing at the Great Plains Area Lower Brule (Option Line Item) 08/01/2028 Delivery: 08/31/2029 Delivery Location Code: IHSLOWERBRULE IHSLOWERBRULE 601 GALL ST PO BOX 248 LOWER BRULE SD 57548 US Period of Performance: 09/01/2028 to 08/31/2029				
31	OY2 ongoing support of Hematology analyzers and associated equipment required for diagnostic testing at the Great Plains Area McLaughlin (Option Line Item) 08/01/2028 Delivery: 08/31/2029 Delivery Location Code: IHSMCLAUGHLIN IHSMCLAUGHLIN 701 E 6TH ST BOX 879 MCLAUGHLIN SD 57642 US Period of Performance: 09/01/2028 to 08/31/2029				
32	OY2 ongoing support of Hematology analyzers and associated equipment required for diagnostic testing at the Great Plains Area Pine Ridge (Option Line Item) 08/01/2028 Delivery: 08/31/2029 Delivery Location Code: IHSPINERIDGE IHSPINERIDGE 607 Indian Health Road E. Hwy 18 PINE RIDGE SD 57770 US Period of Performance: 09/01/2028 to 08/31/2029				
33	OY2 ongoing support of Hematology analyzers and Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	associated equipment required for diagnostic testing at the Great Plains Area Rosebud (Option Line Item) 08/01/2028 Delivery: 08/31/2029 Delivery Location Code: IHSROSEBUD IHSROSEBUD 800 HOSPITAL DR ROSEBUD SD 57570 US Period of Performance: 09/01/2028 to 08/31/2029				
34	OY2 ongoing support of Hematology analyzers and associated equipment required for diagnostic testing at the Great Plains Area Sisseton (Option Line Item) 08/01/2028 Delivery: 08/31/2029 Delivery Location Code: IHSSISSETON IHSSISSETON 100 LAKE TRAVERSE DRIVE SISSETON SD 57262 US Period of Performance: 09/01/2028 to 08/31/2029				
35	OY2 ongoing support of Hematology analyzers and associated equipment required for diagnostic testing at the Great Plains Area Wagner (Option Line Item) 08/01/2028 Delivery: 08/31/2029 Delivery Location Code: IHSWAGNER IHSWAGNER 110 WASHINGTON ST WAGNER SD 57380 US Period of Performance: 09/01/2028 to 08/31/2029				
36	OY2 ongoing support of Hematology analyzers and associated equipment required for diagnostic testing at the Great Plains Area Wanblee Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(Option Line Item) 08/01/2028 Delivery: 08/31/2029 Delivery Location Code: IHSWANBLEE IHSWANBLEE 210 1st Street PO Box 290 WANBLEE SD 57577 US Period of Performance: 09/01/2028 to 08/31/2029				
37	OY3 ongoing support of Hematology analyzers and associated equipment required for diagnostic testing at the Great Plains Area Belcourt (Option Line Item) 08/01/2029 Delivery: 08/31/2030 Delivery Location Code: IHSBELCOURT IHSBELCOURT Q.N.B.M.H.C.F 1300 Hospital Road PO Box 160 Belcourt ND 58316 US Period of Performance: 09/01/2029 to 08/31/2030				
38	OY3 ongoing support of Hematology analyzers and associated equipment required for diagnostic testing at the Great Plains Area Eagle Butte (Option Line Item) 08/01/2029 Delivery: 08/31/2030 Delivery Location Code: IHSEAGLEBUTTE IHSEAGLEBUTTE 24276 166th Street Airport Road EAGLE BUTTE SD 57625 US Period of Performance: 09/01/2029 to 08/31/2030				
39	OY3 ongoing support of Hematology analyzers and associated equipment required for diagnostic Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	testing at the Great Plains Area Fort Thompson (Option Line Item) 08/01/2029 Delivery: 08/31/2030 Delivery Location Code: IHSFTTHOMPSON IHSFTTHOMPSON 1323 BIA Rt. 4 Box 200 FT THOMPSON SD 57339 US Period of Performance: 09/01/2029 to 08/31/2030				
40	OY3 ongoing support of Hematology analyzers and associated equipment required for diagnostic testing at the Great Plains Area Standing Rock (Option Line Item) 08/01/2029 Delivery: 08/31/2030 Delivery Location Code: IHSFTYATES IHSFTYATES 10 Standing Rock Ave FT YATES ND 58538 US Period of Performance: 09/01/2029 to 08/31/2030				
41	OY3 ongoing support of Hematology analyzers and associated equipment required for diagnostic testing at the Great Plains Area Kyle (Option Line Item) 08/01/2029 Delivery: 08/31/2030 Delivery Location Code: IHSKYLE IHSKYLE 1000 HEALTH CENTER ROAD PO BOX 540 KYLE SD 57752 US Period of Performance: 09/01/2029 to 08/31/2030				
42	OY3 ongoing support of Hematology analyzers and associated equipment required for diagnostic testing at the Great Plains Area Lower Brule Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(Option Line Item) 08/01/2029 Delivery: 08/31/2030 Delivery Location Code: IHSLOWERBRULE IHSLOWERBRULE 601 GALL ST PO BOX 248 LOWER BRULE SD 57548 US Period of Performance: 09/01/2029 to 08/31/2030				
43	OY3 ongoing support of Hematology analyzers and associated equipment required for diagnostic testing at the Great Plains Area McLaughlin (Option Line Item) 08/01/2029 Delivery: 08/31/2030 Delivery Location Code: IHSMCLAUGHLIN IHSMCLAUGHLIN 701 E 6TH ST BOX 879 MCLAUGHLIN SD 57642 US Period of Performance: 09/01/2029 to 08/31/2030				
44	OY3 ongoing support of Hematology analyzers and associated equipment required for diagnostic testing at the Great Plains Area Pine Ridge (Option Line Item) 08/01/2029 Delivery: 08/31/2030 Delivery Location Code: IHSPINERIDGE IHSPINERIDGE 607 Indian Health Road E. Hwy 18 PINE RIDGE SD 57770 US Period of Performance: 09/01/2029 to 08/31/2030				
45	OY3 ongoing support of Hematology analyzers and associated equipment required for diagnostic testing at the Great Plains Area Rosebud Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(Option Line Item) 08/01/2029 Delivery: 08/31/2030 Delivery Location Code: IHSROSEBUD IHSROSEBUD 800 HOSPITAL DR ROSEBUD SD 57570 US Period of Performance: 09/01/2029 to 08/31/2030				
46	OY3 ongoing support of Hematology analyzers and associated equipment required for diagnostic testing at the Great Plains Area Sisseton (Option Line Item) 08/01/2029 Delivery: 08/31/2030 Delivery Location Code: IHSSISSETON IHSSISSETON 100 LAKE TRAVERSE DRIVE SISSETON SD 57262 US Period of Performance: 09/01/2029 to 08/31/2030				
47	OY3 ongoing support of Hematology analyzers and associated equipment required for diagnostic testing at the Great Plains Area Wagner (Option Line Item) 08/01/2029 Delivery: 08/31/2030 Delivery Location Code: IHSWAGNER IHSWAGNER 110 WASHINGTON ST WAGNER SD 57380 US Period of Performance: 09/01/2029 to 08/31/2030				
48	OY3 ongoing support of Hematology analyzers and associated equipment required for diagnostic testing at the Great Plains Area Wanblee (Option Line Item) 08/01/2029 Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Delivery: 08/31/2030 Delivery Location Code: IHSWANBLEE IHSWANBLEE 210 1st Street PO Box 290 WANBLEE SD 57577 US Period of Performance: 09/01/2029 to 08/31/2030				
49	OY4 ongoing support of Hematology analyzers and associated equipment required for diagnostic testing at the Great Plains Area Belcourt (Option Line Item) 08/01/2030 Delivery: 08/31/2031 Delivery Location Code: IHSBELCOURT IHSBELCOURT Q.N.B.M.H.C.F 1300 Hospital Road PO Box 160 Belcourt ND 58316 US Period of Performance: 09/01/2030 to 08/31/2031				
50	OY4 ongoing support of Hematology analyzers and associated equipment required for diagnostic testing at the Great Plains Area Eagle Butte (Option Line Item) 08/01/2030 Delivery: 08/31/2031 Delivery Location Code: IHSEAGLEBUTTE IHSEAGLEBUTTE 24276 166th Street Airport Road EAGLE BUTTE SD 57625 US Period of Performance: 09/01/2030 to 08/31/2031				
51	OY4 ongoing support of Hematology analyzers and associated equipment required for diagnostic testing at the Great Plains Area Fort Thompson (Option Line Item) Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	08/01/2030 Delivery: 08/31/2031 Delivery Location Code: IHSFTTHOMPSON IHSFTTHOMPSON 1323 BIA Rt. 4 Box 200 FT THOMPSON SD 57339 US Period of Performance: 09/01/2030 to 08/31/2031				
52	OY4 ongoing support of Hematology analyzers and associated equipment required for diagnostic testing at the Great Plains Area Standing Rock (Option Line Item) 08/01/2030 Delivery: 08/31/2031 Delivery Location Code: IHSFTYATES IHSFTYATES 10 Standing Rock Ave FT YATES ND 58538 US Period of Performance: 09/01/2030 to 08/31/2031				
53	OY4 ongoing support of Hematology analyzers and associated equipment required for diagnostic testing at the Great Plains Area Kyle (Option Line Item) 08/01/2030 Delivery: 08/31/2031 Delivery Location Code: IHSKYLE IHSKYLE 1000 HEALTH CENTER ROAD PO BOX 540 KYLE SD 57752 US Period of Performance: 09/01/2030 to 08/31/2031				
54	OY4 ongoing support of Hematology analyzers and associated equipment required for diagnostic testing at the Great Plains Area Lower Brule (Option Line Item) 08/01/2030 Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Delivery: 08/31/2031 Delivery Location Code: IHSLOWERBRULE IHSLOWERBRULE 601 GALL ST PO BOX 248 LOWER BRULE SD 57548 US Period of Performance: 09/01/2030 to 08/31/2031				
55	OY4 ongoing support of Hematology analyzers and associated equipment required for diagnostic testing at the Great Plains Area McLaughlin (Option Line Item) 08/01/2030 Delivery: 08/31/2031 Delivery Location Code: IHSMCLAUGHLIN IHSMCLAUGHLIN 701 E 6TH ST BOX 879 MCLAUGHLIN SD 57642 US Period of Performance: 09/01/2030 to 08/31/2031				
56	OY4 ongoing support of Hematology analyzers and associated equipment required for diagnostic testing at the Great Plains Area Pine Ridge (Option Line Item) 08/01/2030 Delivery: 08/31/2031 Delivery Location Code: IHSPINERIDGE IHSPINERIDGE 607 Indian Health Road E. Hwy 18 PINE RIDGE SD 57770 US Period of Performance: 09/01/2030 to 08/31/2031				
57	OY4 ongoing support of Hematology analyzers and associated equipment required for diagnostic testing at the Great Plains Area Rosebud (Option Line Item) 08/01/2030 Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Delivery: 08/31/2031 Delivery Location Code: IHSROSEBUD IHSROSEBUD 800 HOSPITAL DR ROSEBUD SD 57570 US Period of Performance: 09/01/2030 to 08/31/2031				
58	OY4 ongoing support of Hematology analyzers and associated equipment required for diagnostic testing at the Great Plains Area Sisseton (Option Line Item) 08/01/2030 Delivery: 08/31/2031 Delivery Location Code: IHSSISSETON IHSSISSETON 100 LAKE TRAVERSE DRIVE SISSETON SD 57262 US Period of Performance: 09/01/2030 to 08/31/2031				
59	OY4 ongoing support of Hematology analyzers and associated equipment required for diagnostic testing at the Great Plains Area Wagner (Option Line Item) 08/01/2030 Delivery: 08/31/2031 Delivery Location Code: IHSWAGNER IHSWAGNER 110 WASHINGTON ST WAGNER SD 57380 US Period of Performance: 09/01/2030 to 08/31/2031				
60	OY4 ongoing support of Hematology analyzers and associated equipment required for diagnostic testing at the Great Plains Area Wanblee (Option Line Item) 08/01/2030 Delivery: 08/31/2031 Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Delivery Location Code: IHSWANBLEE IHSWANBLEE 210 1st Street PO Box 290 WANBLEE SD 57577 US Period of Performance: 09/01/2030 to 08/31/2031 The Contractor must provide only new equipment and new parts for the required products described herein; no used, refurbished, or remanufactured equipment or parts shall be provided under any circumstances. Absolutely no Gray Market Goods or Counterfeit Electronic Parts shall be provided. Gray Market Goods are defined as genuine, branded goods intentionally or unintentionally sold outside of an authorized sales-territory or by non-authorized dealers in an authorized territory. All equipment shall be accompanied by the Original Equipment Manufacturers (OEMs) warranty. Counterfeit Electronic Parts are defined as unlawful or unauthorized reproduction, substitution, or alteration that has been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified electronic part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used electronic parts represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics. Invoice Processing Platform (IPP) The Indian Health Service (IHS) is in the process of implementing an electronic invoicing system. In compliance with the Office of Management and Budget (OMB) M-15-19 memorandum, Improving Government Efficiency and Saving Taxpayer Dollars Through Electronic Invoicing, directing Federal agencies to adopt electronic invoicing as the primary means to disburse payment to vendors. Invoices submitted under any award resulting from this solicitation will be required to utilize the Invoice Processing Platform (IPP) in accordance with HHSAR 352.232-71, Electronic Submission and Processing of Payment Requests. Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	IPP is a secure, web-based electronic invoicing system provided by the U.S. Department of the Treasury's Bureau of the Fiscal Service, in partnership with the Federal Reserve Bank of St. Louis (FRSTL). Respondents to this solicitation are encouraged to register an account with IPP if they have not already done so. If your organization is already registered to use IPP, you will not be required to re-register- however, we encourage you to make sure your organization and designated IPP user accounts are valid and up to date. The IPP website address is: https://www.ipp.gov If you require assistance registering or IPP account access, please contact the IPP Helpdesk at (866) 973-3131 (M-F 8AM to 6PM ET), or IPPCustomerSupport@fiscal.treasury.gov Should the contractor feel that use of the IPP would be unduly burdensome, their response to this solicitation should include an explanation of this position for a determination by the contracting officer. The Government reserves the right to accept or reject supplies or services not conforming in all respects to contract requirements.				

Performance Work Statement (PWS)

Hematology Analyzer Systems and Services

Great Plains Area Indian Health Service (GPA IHS)

1. Objective

The Government intends to award a firm-fixed-price (FFP), indefinite-delivery/indefinite-quantity (IDIQ) contract for hematology analyzer systems and associated services.

Individual GPA IHS facilities will place task orders under the resulting contract.

The objective of this contract is to obtain hematology analyzer systems and associated services necessary to support diagnostic laboratory testing at Great Plains Area Indian Health Service (GPA IHS) healthcare facilities.

The Contractor shall provide hematology analyzers, reagents, consumables, installation, training, maintenance, and technical support necessary to ensure reliable hematology testing capability across participating facilities.

Facilities include:

Hospitals

- Pine Ridge Hospital – Pine Ridge, SD
- Rosebud Hospital – Rosebud, SD
- Cheyenne River Health Center – Eagle Butte, SD
- Standing Rock Service Unit – Ft. Yates, ND
- Quentin N. Burdick Memorial Health Care Facility (QNB)– Belcourt, ND

Clinics

- Ft. Thompson Health Center – Ft. Thompson, SD
- Lower Brule Health Center – Lower Brule, SD
- Wagner Health Center – Wagner, SD
- McLaughlin Health Center – McLaughlin, SD
- Woodrow Wilson Keeble Memorial Health Care Center (WWKMHC) – Sisseton, SD
- Kyle Health Center – Kyle, SD
- Wanblee Health Center – Wanblee, SD

Estimated annual testing volumes are provided in Appendix A.

2. Background

GPA IHS laboratories require reliable hematology testing systems capable of performing automated complete blood count (CBC) testing with differential reporting.

Systems must support:

- Clinical Laboratory Improvement Amendments (CLIA) compliance
- FDA-cleared diagnostic device
- Laboratory Information System (LIS) connectivity
- Continuous laboratory operations across multiple healthcare facilities

3. Scope of Work

The Contractor shall provide a complete hematology diagnostic testing solution including:

1. Hematology analyzers and associated instrumentation
2. Reagents, calibrators, controls, and consumables
3. Installation and configuration of analyzer systems
4. Method verification and validation
5. LIS interface capability if required
6. Training for laboratory personnel
7. Preventive maintenance and repair services
8. Warranty and ongoing technical support

4. Analyzer Functional Requirements

The proposed analyzer system shall provide:

- Automated Complete Blood Count (CBC)
- 6-part differential capability
- Immature granulocyte reporting capability
- Abnormal cell flagging capability
- STAT sample processing capability
- Pediatric (microtainer) sampling capability
- Open and/or closed tube sampling capability
- Barcode scanning capability
- Automated reagent management capability
- LIS / HL7 interface capability
- Onboard data storage capability

5. Equivalent Technology

The Government does not require any specific manufacturer or proprietary technology.

Offerors may propose any analyzer system that meets or exceeds the performance requirements identified in this Performance Work Statement.

6. Analyzer Placement and Lifecycle Responsibility

The Contractor shall provide all instrumentation required to perform hematology testing under this contract.

The Contractor shall be responsible for delivery, installation, configuration, calibration, maintenance, repair, and replacement of instrumentation as necessary during the contract period.

7. Pre-Installation Site Assessment

The Contractor shall conduct a site readiness assessment prior to equipment delivery to verify space, electrical, environmental, and network connectivity requirements.

8. Quality Control Compatibility

Analyzer systems shall be capable of operating with commercially available third-party quality-control (QC) materials and shall not require the exclusive use of proprietary QC materials for routine operation.

9. Training Requirements

The Contractor shall provide on-site training covering system operation, maintenance procedures, troubleshooting, quality-control procedures, and safety protocols.

10. Maintenance and Service

The Contractor shall provide all preventive maintenance, corrective maintenance, repair services, replacement parts, and technical support necessary to maintain the hematology analyzer systems in proper operating condition throughout the period of performance. Unless otherwise specified, all maintenance and repair services required to maintain the systems shall be provided at no additional cost to the Government.

10.1 Preventive Maintenance

The Contractor shall perform preventive maintenance in accordance with the manufacturer's recommended schedule and procedures. Preventive maintenance shall be coordinated with the applicable facility to minimize disruption to laboratory operations.

The Contractor shall maintain records of all preventive maintenance performed and shall provide such records to the Government upon request.

10.2 Technical Support and Service Requests

The Contractor shall provide telephone and/or remote technical support for troubleshooting and resolution of analyzer problems.

For each service request, the Contractor shall document, at a minimum:

- date and time the service request was received;
- nature of the reported problem;
- date and time technical support was initiated;
- troubleshooting and corrective actions performed;
- date and time a service technician arrived on site, when applicable;
- date and time the analyzer was restored to operational status; and
- replacement or contingency equipment provided, when applicable.

10.3 Service Response Time

The Contractor shall provide timely technical support and on-site service, when required, to diagnose and correct analyzer malfunctions.

Initial Technical Response Time is the elapsed time from the Contractor's receipt of a service request to the initiation of troubleshooting by qualified Contractor technical support personnel.

The Contractor shall meet the following initial technical response requirements:

- **Hospitals:** Technical response shall occur within **two (2) hours** of receipt of the service request.
- **Clinics:** Technical response shall occur within **four (4) business hours** of receipt of the service request.

The Contractor may use telephone, electronic, or remote technical support to diagnose and resolve the reported problem. If the analyzer cannot be restored to normal operational status through remote troubleshooting and on-site service is required, the Contractor shall dispatch a qualified service technician.

On-Site Response Time is the elapsed time from the determination that on-site service is required to the arrival of a qualified Contractor service technician at the affected facility.

The Contractor shall meet the following on-site response requirements:

- **Hospitals:** A qualified service technician shall arrive at the affected facility within **twenty-four (24) hours** after determination that on-site service is required.
- **Clinics:** A qualified service technician shall arrive at the affected facility no later than the **next business day** after determination that on-site service is required.

For purposes of this requirement, **business hours** are the applicable facility's established operating hours as identified in Appendix C.

The Contractor shall document the date and time each service request is received, the date and time technical support is initiated, the determination that on-site service is required, when applicable, and the date and time the service technician arrives at the facility.

10.4 Repair and Restoration

Restoration Time is the elapsed time from the Contractor's receipt of a service request for an inoperable analyzer until the analyzer is restored to normal operational status and available for patient testing.

An analyzer shall be considered restored to operational status when the reported problem has been corrected and the analyzer has successfully completed applicable manufacturer-required operational checks and quality control necessary to resume patient testing.

The Contractor shall meet the following restoration requirements:

- **Hospitals:** Restore the affected analyzer to operational status within **48** after receipt of the service request.
- **Clinics:** Restore the affected analyzer to operational status within two (**2) business days** after receipt of the service request.

If the Contractor cannot restore an analyzer within the required restoration period, the Contractor shall determine, in coordination with the facility, whether a functioning backup analyzer is available and capable of maintaining the facility's required hematology testing capability.

When a functioning backup analyzer is available and capable of supporting required testing, the Contractor shall continue corrective maintenance on the affected analyzer until it is restored to operational status. A temporary replacement analyzer shall not be required solely because the restoration period has been exceeded.

When a functioning backup analyzer is **not available, is itself inoperable, or is unable to maintain the facility's required hematology testing capability**, the Contractor shall provide, at no additional cost to the Government, a temporary replacement analyzer or other Government-approved contingency solution sufficient to maintain required hematology testing capability until the affected analyzer is restored or permanently replaced.

Any temporary replacement analyzer shall be appropriate for the testing requirements of the affected facility and shall be installed, configured, and made operational by the Contractor, including any verification, quality control, and interface activities required before patient testing.

10.5 Analyzer Uptime

The Contractor shall maintain a minimum **95 percent uptime** for each analyzer.

Uptime shall be measured **monthly** for each analyzer using the following calculation:

Uptime (%) = [Total Required Operating Time − Contractor-Attributable Downtime) ÷ Total Required Operating Time] × 100

For purposes of this requirement:

Total Required Operating Time means the number of hours during the measurement period that the analyzer is required to be available for patient testing based on the applicable facility's established operating hours.

Contractor-Attributable Downtime begins when the Contractor receives notification that an analyzer is unavailable for patient testing due to an equipment malfunction or other condition for which the Contractor is responsible and ends when the analyzer is restored to operational status and available for patient testing.

Scheduled preventive maintenance shall not be counted as Contractor-attributable downtime when the maintenance is performed in accordance with the manufacturer's recommended schedule, is coordinated in advance with the facility, and is completed within the agreed-upon maintenance window.

Downtime resulting solely from Government-caused conditions outside the Contractor's control may be excluded from the uptime calculation when adequately documented and accepted by the Government.

10.6 Failure to Meet Performance Standards

The Contractor shall promptly notify the designated Government representative when it becomes apparent that a response-time, restoration-time, or uptime requirement will not be met.

The Contractor shall document the cause of the failure, actions taken to maintain laboratory testing capability, corrective actions performed, and measures taken to prevent recurrence.

Repeated failure to meet the performance requirements of this section may be documented and addressed by the Contracting Officer in accordance with the terms and conditions of the contract.

11. Performance Standards

- Analyzer uptime: minimum 95%
- Preventive maintenance per manufacturer schedule
- Training provided at installation and upon request
- Compliance with CLIA and FDA requirements

12. Demonstration and Validation

The Government reserves the right to request a system demonstration or validation prior to award or final acceptance to verify operational capability.

13. Acceptance Criteria

Government acceptance of each analyzer system shall occur only after the Contractor has completed installation and all applicable acceptance requirements identified below. Acceptance shall be determined separately for each facility and documented by the Laboratory Director or authorized Government representative.

13.1 Installation and Operational Verification

Prior to acceptance, the Contractor shall demonstrate that:

1. The analyzer and all required components have been delivered, installed, and configured in accordance with the manufacturer's specifications and the requirements of this PWS.
2. The analyzer powers on and operates without unresolved error conditions that would prevent routine patient testing.
3. All required accessories, peripherals, barcode scanners, sample handling components, and other equipment required by the applicable facility configuration are installed and operational.
4. Required reagents, calibrators, controls, and consumables necessary to place the analyzer into routine operation have been provided.
5. Calibration and manufacturer-required installation procedures have been successfully completed.
6. Quality control testing has been completed with results meeting the manufacturer's established acceptable ranges and the facility's applicable quality control requirements.

7. The Contractor has completed required method verification activities in coordination with laboratory personnel and provided the resulting documentation to the Government.
8. Where LIS connectivity is required, the analyzer has successfully transmitted and received applicable test information through the approved LIS interface, and the Government has verified accurate transmission of patient identifiers, test orders, results, units, reference ranges, flags, and other applicable data elements.
9. Required staff training has been completed in accordance with the training requirements of this PWS.
10. The analyzer is available and ready for routine patient testing.

13.2 Required Acceptance Documentation

Prior to Government acceptance, the Contractor shall provide, as applicable:

- installation and equipment configuration documentation;
- analyzer model and serial number;
- manufacturer installation and operational qualification documentation;
- calibration records;
- quality control results generated during installation and verification;
- method verification documentation and results;
- LIS/interface testing documentation, when applicable;
- preventive maintenance schedule;
- service and technical support contact information;
- applicable equipment manuals and operating instructions;
- training materials and documentation of completed staff training; and
- warranty and service coverage information.

Documentation may be provided electronically unless otherwise requested by the Government.

13.3 Acceptance Determination

The Laboratory Director or authorized Government representative shall review the completed acceptance requirements and supporting documentation.

Acceptance shall be documented in writing after the Government determines that the analyzer meets the applicable requirements of this PWS and is ready for routine patient testing.

Government use of the analyzer for installation, verification, validation, quality control, training, or other pre-acceptance activities shall not, by itself, constitute acceptance.

13.4 Deficiencies and Correction Procedures

If an analyzer does not satisfy the applicable acceptance requirements, the Government shall identify the deficiency to the Contractor.

The Contractor shall, at no additional cost to the Government, investigate and correct or replace deficient equipment, components, software, interfaces, or other items for which the Contractor is responsible. The Contractor shall repeat any installation, calibration, quality control, verification, or interface testing affected by the correction and provide updated documentation demonstrating successful correction.

For deficiencies that do not affect patient safety, regulatory compliance, accuracy or reliability of test results, or the analyzer's ability to perform required testing, the Contractor shall complete corrective action within **five (5) business days** after notification by the Government, unless an alternative timeframe is approved by the Contracting Officer or authorized Government representative.

Any deficiency affecting **patient safety, regulatory compliance, accuracy or reliability of test results, or the analyzer's ability to perform required testing shall be corrected before Government acceptance and before the analyzer is placed into routine patient testing.**

If the Contractor is unable to correct a deficiency within the required timeframe, the Contracting Officer may require replacement of the affected analyzer or take other action authorized by the terms and conditions of the contract.

Correction of a deficiency shall not, by itself, constitute acceptance. The affected analyzer shall remain subject to Government review and written acceptance following completion of all required corrective actions.

13.5 Commencement of Billing

Recurring charges associated with an analyzer, including cost-per-test, reagent rental, or monthly system service charges, as applicable to the awarded pricing structure, shall not begin before the analyzer has been accepted by the Government in accordance with this section and is available for routine patient testing.

For a newly installed analyzer, the effective date for commencement of applicable recurring billing shall be the **Government acceptance date** documented by the Laboratory Director or authorized Government representative.

The Government shall not be charged for tests, reagents, consumables, or other materials used solely for Contractor installation, calibration, initial quality control, method verification, LIS/interface testing, training, or correction of pre-acceptance deficiencies, unless otherwise expressly provided by the contract.

Government acceptance does not relieve the Contractor of its warranty, maintenance, repair, uptime, or other continuing performance obligations under the contract.

14. Pricing Structure

The Contractor shall provide firm-fixed **Cost-Per-Test (CPT)** pricing for the hematology testing solution required by this Performance Work Statement.

The Contractor shall propose **one uniform CPT for each Government-defined testing unit for each contract year**. The applicable contract-year CPT shall apply uniformly to all participating GPA IHS facilities in accordance with Section 15, Aggregated Volume Pricing.

14.1 All-Inclusive Cost-Per-Test

The proposed CPT shall be **all-inclusive** and shall include all costs necessary to provide, operate, and maintain the hematology testing capability required by this PWS throughout the period of performance.

The CPT shall include, at a minimum:

- all required primary and backup hematology analyzers identified in this PWS;
- delivery, installation, configuration, and equipment placement;
- reagents;
- calibrators;
- manufacturer-required quality control materials;
- consumables and routine operating supplies required for analyzer operation;
- preventive maintenance;
- corrective maintenance and repairs;
- replacement parts;
- technical and remote support;

- service technician labor and travel;
- temporary or replacement analyzers when required by this PWS;
- initial and recurring training required by this PWS;
- analyzer software, licenses, and manufacturer-required software updates;
- equipment replacement necessary to maintain required performance;
- standard shipping and freight; and
- all other Contractor costs necessary to provide the testing capability required by this PWS, unless expressly identified by the Government as a separately priced item.

The Contractor shall not impose separate analyzer rental or placement fees, maintenance fees, service-call charges, technician travel charges, minimum-volume charges, or other additional charges for items required by this PWS and included in the applicable CPT.

14.2 CBC with Automated Differential Pricing Unit

For purposes of pricing and invoicing, one completed **Complete Blood Count with Automated Differential (CBC w/Auto Diff)** constitutes one billable test.

Individual parameters generated and reported as part of a CBC w/Auto Diff shall not constitute separate billable tests and shall not result in additional charges to the Government.

The CBC w/Auto Diff CPT shall include all individual parameters required by this PWS that are generated as part of the completed CBC w/Auto Diff.

14.3 Uniform GPA-Wide Pricing

The Contractor shall propose one uniform firm-fixed CPT for CBC w/Auto Diff for each contract year.

The applicable contract-year CPT shall be the same for all participating GPA IHS facilities regardless of:

- individual facility testing volume;
- geographic location;
- required analyzer configuration;
- number of analyzers or backup analyzers required by this PWS; or
- distribution of aggregate testing volume among participating facilities.

The Contractor shall account for differences in facility workload, equipment configuration, analyzer placement, and service requirements when developing its proposed uniform CPT.

14.4 Separately Priced Testing

Testing that is not included within the Government's definition of CBC w/Auto Diff may be established as a separate pricing unit when specifically identified in the solicitation pricing schedule.

Separately priced testing may include, when required and when Government-estimated quantities are provided:

- reticulocyte testing;
- body fluid analysis; and
- other specialized hematology testing specifically identified by the Government.

For each separately priced testing unit, the Contractor shall propose one uniform firm-fixed CPT for each contract year unless otherwise specified in the solicitation.

No test, parameter, supply, service, or other item may be separately invoiced unless the item is expressly identified as separately billable under the resulting contract and authorized under the applicable Task Order.

14.5 Contract-Year Pricing

Offerors shall provide a firm-fixed CPT for each Government-defined testing unit for each contract year.

Proposed CPTs shall remain firm for the applicable contract year and shall not vary based on actual testing volume or the distribution of testing volume among participating facilities.

Government-estimated quantities provided in Appendix A shall be used for proposal pricing and price evaluation in accordance with Sections 15 and 17.

Estimated quantities are not guaranteed ordering quantities and do not constitute a Government commitment to purchase the stated number of tests.

14.6 Invoicing

The Contractor shall invoice the Government using the applicable contract-year CPT and the number of authorized billable tests performed under the applicable Task Order.

Billing for testing performed on a newly installed analyzer shall not begin until the analyzer has been accepted by the Government in accordance with Section 13, Acceptance Criteria.

Tests, reagents, calibrators, controls, consumables, or other materials used solely for installation, calibration, initial quality control, method verification, LIS/interface testing, training, or correction of pre-acceptance deficiencies shall not constitute billable tests and shall be provided at no additional cost to the Government.

Only the Contracting Officer may authorize changes to contract pricing.

15. Aggregated Volume Pricing

The Contractor's proposed Cost-Per-Test (CPT) pricing shall be based on the **aggregate estimated testing volume across all participating GPA IHS facilities** as identified in Appendix A.

For each Government-defined testing unit, the Contractor shall propose **one uniform firm-fixed CPT for each contract year**. The applicable contract-year CPT shall apply uniformly to all participating GPA IHS facilities.

15.1 Basis of Aggregated Pricing

Offerors shall consider the total estimated GPA IHS testing volume, facility workload, required analyzer placements and configurations, backup analyzer requirements, geographic locations, and service requirements when developing the uniform CPT.

The Contractor shall incorporate the costs associated with providing the required testing capability at all participating facilities into its proposed CPT.

The applicable CPT shall not vary based on:

- individual facility testing volume;
- geographic location;

- analyzer configuration;
- number of analyzers or backup analyzers required by this PWS;
- distribution of testing volume among participating facilities; or
- differences between estimated and actual testing volume.

15.2 Estimated Testing Volumes

The testing volumes identified in Appendix A are Government estimates provided for proposal pricing and price evaluation purposes.

Estimated testing volumes do not constitute guaranteed ordering quantities or a Government commitment to purchase the stated number of tests at any individual facility or in the aggregate.

Actual testing volumes may be higher or lower than estimated and may vary among participating facilities throughout the period of performance.

The Government's minimum ordering obligation and maximum ordering limitation under the IDIQ contract shall be established elsewhere in the solicitation and resulting contract.

15.3 Actual Volume Variance

Variations between estimated and actual testing volumes shall not change the applicable contract-year CPT.

The Contractor shall not increase the CPT or impose additional charges solely because:

- aggregate actual testing volume is lower than estimated;
- an individual facility's actual testing volume is lower than estimated;
- testing volume shifts from one participating facility to another; or
- actual ordering patterns differ from the estimated distribution identified in Appendix A.

Likewise, testing volumes exceeding the Government's estimates shall be priced at the applicable contract-year CPT, subject to the ordering limitations and terms and conditions of the resulting contract.

Actual volume variance shall not, by itself, entitle the Contractor to an adjustment of the contract unit price.

15.4 Uniform Application of Contract Pricing

The applicable contract-year CPT for each testing unit shall be the same at every participating GPA IHS facility.

For example, the awarded CPT for CBC with Automated Differential (CBC w/Auto Diff) for a particular contract year shall apply to each participating facility regardless of the number of CBC w/Auto Diff tests performed at that facility.

No facility-specific equipment fee, analyzer placement fee, minimum-volume fee, geographic surcharge, or other facility-specific charge may be imposed unless expressly authorized as a separately priced item under the contract.

15.5 Changes Affecting the Requirement

Nothing in this section requires the Contractor to provide supplies, services, equipment, or testing capabilities that are outside the scope of the contract.

Changes to the Government's requirements that affect contract scope, including the addition of facilities, materially different equipment requirements, or new testing capabilities not included in the awarded contract, shall be addressed by the Contracting Officer in accordance with the terms and conditions of the contract.

Only the Contracting Officer may authorize changes to contract pricing.

16. Task Order Funding and Ordering

Individual GPA IHS facilities may place and fund Task Orders under the resulting Indefinite Delivery/Indefinite Quantity (IDIQ) contract in accordance with the contract's ordering procedures and subject to the availability of funds.

16.1 Application of Contract Pricing

Each Task Order shall use the applicable **uniform firm-fixed Cost-Per-Test (CPT)** established under the contract for the applicable testing unit and contract year.

The applicable contract-year CPT shall be the same for all participating GPA IHS facilities and shall not be separately negotiated or adjusted at the Task Order level based on individual facility testing volume, geographic location, analyzer configuration, or required equipment placement.

Task Orders shall not establish facility-specific analyzer placement fees, equipment rental fees, minimum-volume charges, service fees, geographic surcharges, or other charges that are included in the applicable contract CPT.

16.2 Task Order Requirements

Each Task Order shall identify, as applicable:

- the ordering facility or facilities;
- the applicable contract period;
- the required testing unit or units;
- the applicable contract CPT;
- the estimated testing quantity;
- the Task Order period of performance;
- the funded amount; and
- any other information necessary to administer the Task Order.

Estimated quantities identified in a Task Order are planning and funding estimates and do not constitute guaranteed ordering quantities unless expressly stated otherwise in the contract.

16.3 Funding

Each facility shall fund its Task Order based on its anticipated requirements, the applicable contract CPT, and the availability of funds.

The funded amount of a Task Order establishes the maximum amount that may be invoiced against that Task Order unless additional funding is provided through an authorized Task Order modification.

The Contractor shall not perform work or incur costs in excess of the funded Task Order amount without written authorization from the Contracting Officer or authorized ordering official, as applicable.

16.4 Invoicing

The Contractor shall invoice against the applicable Task Order using the contract-year CPT and the number of authorized billable tests performed during the applicable invoice period.

Invoices shall identify, at a minimum:

- Task Order number;
- facility;
- applicable testing unit;
- quantity of billable tests performed;
- applicable contract-year CPT;
- extended amount; and
- invoice period.

Billing for testing performed on newly installed equipment shall not begin until the applicable analyzer system has been accepted by the Government in accordance with Section 13, Acceptance Criteria.

16.5 Ordering Authority

Only individuals authorized under the resulting contract may place or modify Task Orders.

Individual facilities or laboratory personnel shall not authorize changes to contract pricing, add separately priced services, or otherwise modify the terms and conditions of the contract.

Any change affecting contract pricing, scope, or other contract terms shall be authorized by the Contracting Officer in accordance with the resulting contract.

17. Price Evaluation Method

The Government will evaluate proposed prices using the Government-established estimated test quantities identified in Appendix A and the uniform firm-fixed Cost-Per-Test (CPT) prices proposed by each offeror in the solicitation pricing schedule.

All offerors shall use the same Government-established estimated quantities for price evaluation purposes.

17.1 Evaluated Testing Units

For purposes of price evaluation, one completed **Complete Blood Count with Automated Differential (CBC w/Auto Diff)** constitutes one test.

Individual parameters generated and reported as part of a CBC w/Auto Diff shall not be counted as separate tests for price evaluation purposes.

Reticulocyte testing, body fluid analysis, or other testing specifically identified by the Government as a separate testing unit shall be evaluated separately only when the solicitation provides a Government-estimated quantity and requires a corresponding CPT.

17.2 Government-Estimated Quantities

The Government will use the base annual estimated testing quantities identified in Appendix A for Contract Year 1.

For evaluation purposes, estimated testing volume will increase by **five percent (5%) annually**. Each subsequent contract year's estimated quantity will be calculated by applying a five percent increase to the preceding contract year's estimated quantity.

Resulting annual quantities shall be rounded to the nearest whole test.

The Government-established quantities are provided for price evaluation purposes and do not constitute guaranteed ordering quantities or a commitment by the Government to purchase the stated quantities.

17.3 Contract-Year Evaluated Price

For each contract year, the Government will multiply the offeror's proposed uniform firm-fixed CPT for each applicable testing unit by the corresponding Government-established estimated quantity.

Government-Estimated Quantity × Proposed Uniform CPT = Extended Evaluated Price

When more than one testing unit is included in the solicitation pricing schedule, the Government will calculate a separate Extended Evaluated Price for each testing unit.

The Extended Evaluated Prices for all applicable testing units shall be summed to determine the **Evaluated Price for each Contract Year**.

17.4 Total Evaluated Price

The Government will calculate the **Total Evaluated Price (TEP)** by summing the Evaluated Prices for all contract years:

Contract Base Year Evaluated Price + Contract OY 1 Evaluated Price + Contract OY 2 Evaluated Price + Contract OY 3 Evaluated Price + Contract OY 4 Evaluated Price = Total Evaluated Price

The Total Evaluated Price will be used by the Government for evaluation of proposed prices in accordance with the solicitation.

The Total Evaluated Price is an evaluation amount only and does not represent a Government commitment to order the estimated quantities or expend the evaluated amount.

17.5 Price Evaluation Schedule

Offerors shall complete the Government-provided pricing schedule. The Government will evaluate proposed CPTs using the estimated quantities established in Appendix A.

For CBC w/Auto Diff, the evaluation schedule will use the following estimated quantities:

Contract Year	Estimated CBC w/Auto Diff Quantity	Offeror's Uniform CPT	Extended Evaluated Price
Base Year	82,284	$_____	$_____
OY 1	86,398	$_____	$_____

Contract Year	Estimated CBC w/Auto Diff Quantity	Offeror's Uniform CPT	Extended Evaluated Price
OY 2	90,718	$_____	$_____
OY 3	95,254	$_____	$_____
OY 4	100,016	$_____	$_____
Total	**454,670**	$_____	**$**_____

If the Government establishes separate testing units for reticulocyte testing, body fluid analysis, or other hematology testing, the solicitation pricing schedule will provide the applicable Government-estimated quantities and require offerors to propose a uniform CPT for each applicable testing unit.

17.6 Evaluation of Unit Prices

The Government may evaluate proposed unit prices for reasonableness and may consider whether individual contract-year CPTs or separately priced testing units are materially unbalanced.

The Government may consider the relationship among proposed unit prices and the Government-estimated quantities when determining whether proposed pricing presents an unacceptable risk to the Government.

The Government's evaluation of price will be conducted in accordance with the evaluation criteria and terms of the solicitation.

18. Period of Performance

The anticipated period of performance for the resulting Indefinite Delivery/Indefinite Quantity (IDIQ) contract shall consist of a **twelve (12)-month Base Period and four (4) twelve-month Option Periods**, for a total potential contract period of five (5) years, if all options are exercised.

The anticipated contract periods are as follows:

Contract Period	Duration
Base Period	12 months
Option Period 1	12 months
Option Period 2	12 months
Option Period 3	12 months
Option Period 4	12 months
Total Potential Period	**60 months**

Exercise of an option period is at the sole discretion of the Government and shall be accomplished by the Contracting Officer in accordance with the terms and conditions of the contract.

Task Orders issued under the IDIQ contract shall identify the applicable Task Order period of performance and shall be subject to the ordering and performance limitations established by the contract.

19. Security and Privacy Requirements

The Contractor shall comply with all applicable Federal, Department of Health and Human Services (HHS), and Indian Health Service (IHS) information security, cybersecurity, and privacy requirements applicable to the hematology analyzer systems and associated services provided under this contract.

The Contractor shall protect Government information and Protected Health Information (PHI) from unauthorized access, use, disclosure, modification, loss, or destruction throughout the period of performance.

19.1 System Connectivity and Architecture

Hematology analyzers and associated systems that connect to Government networks, Laboratory Information Systems (LIS), middleware, servers, workstations, or other Government information systems shall comply with applicable Government security and connectivity requirements.

The Contractor shall provide sufficient technical information to allow the Government to evaluate the security of the proposed solution, including, as applicable:

- system architecture and data-flow diagrams;
- network and connectivity requirements;
- hardware and software components;
- operating systems and software versions;
- network ports, protocols, and services;
- external or Internet connectivity requirements;
- remote access capabilities;
- interfaces with the LIS or other Government systems;
- storage and transmission of patient or Government information;
- encryption capabilities;
- user authentication and access-control capabilities;
- audit logging capabilities;
- software and firmware update mechanisms; and
- cybersecurity support and vulnerability-management processes.

No Contractor system or device shall be connected to a Government network until required Government security and technical reviews have been completed and connectivity has been authorized by the Government.

19.2 Protection of PHI and Government Information

The Contractor shall ensure that PHI and other sensitive Government information processed, stored, transmitted, or accessed through Contractor-provided equipment or services is protected in accordance with applicable Federal, HHS, and IHS privacy and security requirements.

Contractor personnel shall access PHI or Government information only to the extent necessary to perform authorized contract requirements.

The Contractor shall not use, disclose, retain, transmit, or remove PHI or other sensitive Government information for purposes unrelated to performance of the contract.

19.3 Cybersecurity Maintenance

The Contractor shall maintain Contractor-provided systems in a supported and secure condition throughout the period of performance.

The Contractor shall:

- provide applicable security updates, patches, firmware updates, and software updates necessary to maintain the security and supportability of Contractor-provided equipment;
- notify the Government of known vulnerabilities that may materially affect Contractor-provided systems or Government information;
- coordinate security-related changes to Government-connected systems with the Government before implementation;
- maintain supported versions of Contractor-provided software and operating systems; and
- provide information reasonably required by the Government to assess or address cybersecurity risks associated with Contractor-provided systems.

Security updates shall be implemented in a manner that maintains the validated clinical functionality and performance of the analyzer system.

19.4 Cybersecurity and Privacy Incidents

The Contractor shall immediately report suspected or confirmed cybersecurity or privacy incidents involving Contractor-provided systems, Government information, or PHI in accordance with the incident-reporting requirements established by the contract.

The Contractor shall cooperate with Government incident response activities and provide information necessary to investigate, contain, remediate, and document the incident.

19.5 Security Review and Authorization

The Contractor shall provide documentation and technical assistance necessary to support applicable Government security, privacy, network connectivity, and authorization reviews.

The Government may require correction or mitigation of identified security deficiencies before authorizing connection of Contractor-provided equipment to Government systems or networks.

The Contractor shall not place a system into production connectivity with Government systems until all required Government approvals applicable to that system have been obtained.

19.6 Contractor Responsibility

Compliance with Government security and privacy requirements shall be included in the Contractor's proposed Cost-Per-Test pricing and shall not result in additional charges to the Government for routine documentation, configuration, security updates, or technical support required to maintain compliance.

Nothing in this section authorizes the Contractor to access Government networks, systems, or information beyond the access expressly approved by the Government.

20. Section 508 Accessibility Requirements

- This product must conform to the **Revised Section 508 Standards** available at: https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-ict-refresh/final-rule/text-of-the-standards-and-guidelines

- Solicitations for supplies and services shall require the submission of a **Section 508 Product Assessment Template (VPAT®)**. The template can be found at: https://www.itic.org/policy/accessibility/vpat

All Information and Communication Technology (ICT) deliverables under this contract (e.g., websites, applications, electronic documents, and multimedia) must comply with the **Revised Section 508 Standards (36 CFR Part 1194)** and the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standards The Contractor shall ensure accessibility of all ICT deliverables and provide conformance documentation in the form of a Voluntary Product Accessibility Template (VPAT®) / Accessibility Conformance Report (ACR) or by completing the HHS Section 508 Accessibility Checklists. Although the Revised Section 508 standards reference **WCAG 2.0 Level AA**, the **U.S. Department of Health and Human Services (HHS)** requires vendors to meet the updated **WCAG 2.1 Level AA** criteria.

The current **VPAT® Version 2.5 template**, which includes fields for reporting conformance to **WCAG 2.1**, shall be used to document accessibility compliance.

The Contractor shall remediate any identified accessibility deficiencies at **no additional cost to the Government**.

The Contracting Officer will include the following applicable Health and Human Services Acquisition Regulation (HHSAR) clauses 352.239-73 and 352.239-74 in the solicitation and resulting contract.

Appendices

Appendix A – Estimated Annual Test Volume by Facility – GPA IHS Hospitals

*Estimated 5% volume increase per year

Appendix A – Estimated Annual Test Volumes

A.1 Purpose

The estimated test volumes in this Appendix represent the Government's anticipated annual hematology testing workload and shall be used for proposal pricing and price evaluation as provided in Sections 14, 15, and 17 of this Performance Work Statement.

Estimated volumes are provided for pricing and evaluation purposes only and do not constitute guaranteed ordering quantities. Actual testing volumes may vary by facility and in the aggregate.

For purposes of this Appendix, testing volume is expressed in **billable tests**, not the number of individual parameters generated or reported by an analyzer.

A.2 Definition of CBC with Automated Differential

For purposes of estimated volume, pricing, ordering, invoicing, and price evaluation, one completed **Complete Blood Count with Automated Differential (CBC w/Auto Diff)** constitutes **one test**.

Individual parameters generated and reported as part of the CBC w/Auto Diff shall not constitute separate billable tests. These parameters may include, but are not limited to:

- WBC;
- RBC;
- hemoglobin;
- hematocrit;
- MCV;
- MCH;
- MCHC;
- platelet count;
- MPV;
- RDW;
- lymphocyte percentage and absolute count;
- neutrophil percentage and absolute count;
- monocyte percentage and absolute count;
- eosinophil percentage and absolute count;
- basophil percentage and absolute count; and
- immature granulocyte percentage and absolute count.

The inclusion of individual parameters in the analyzer's reported results does not create an additional billable test or additional charge to the Government.

A.3 Base Annual Estimated Test Volume – Hospitals

The following quantities represent the Government's base annual estimated CBC w/Auto Diff testing volume for participating hospital facilities.

Test	Cheyenne River	Pine Ridge	Rosebud	Standing Rock	QNB – Belcourt	Total
CBC w/Auto Diff	10,023	22,030	14,299	4,569	14,911	**65,832**

A.4 Base Annual Estimated Test Volume – Clinics

The following quantities represent the Government's base annual estimated CBC w/Auto Diff testing volume for participating clinic facilities.

Test	Ft. Thompson	Kyle	Lower Brule	McLaughlin	WWKMHC – Sisseton	Wanblee	Wagner	Total
CBC w/Auto Diff	2,468	2,448	1,376	937	4,404	1,327	3,492	**16,452**

A.5 Aggregate Base Annual Estimated Volume

For purposes of aggregate volume pricing, the Government's base annual estimated CBC w/Auto Diff volume is:

Facility Group	Base Annual Estimated Tests
Hospitals	65,832
Clinics	16,452
GPA IHS Total	**82,284**

The aggregate estimated volume shall be used by offerors in developing the uniform GPA-wide Cost-Per-Test price required by Section 15.

The applicable contract-year CPT shall apply uniformly to participating facilities regardless of the distribution of actual testing volume among facilities.

A.6 Estimated Contract-Year Volumes

For price evaluation purposes, the Government will apply an estimated **five percent (5%) annual increase** to the preceding contract year's estimated testing volume.

Contract Year	Estimated CBC w/Auto Diff Volume
Base Year	82,284
OY 1	86,398
OY 2	90,718
OY 3	95,254
OY 4	100,017
Total Evaluated Quantity	**454,671**

Estimated quantities resulting from the annual five percent increase are rounded to the nearest whole test for evaluation purposes.

These quantities are evaluation estimates only and do not constitute a guarantee that the Government will order the stated quantities.

A.7 Other Hematology Testing

Reticulocyte testing, body fluid analysis, or other hematology testing that is not included within the definition of CBC w/Auto Diff shall be treated as a separate testing unit when separately ordered and billable under the contract.

Government-established estimated quantities for separately billable testing shall be included in the solicitation pricing schedule before solicitation issuance.

If the Government does not establish an estimated quantity and contract unit price for a separate testing unit, that testing unit shall not be included in the evaluated CBC w/Auto Diff quantity solely because the analyzer is capable of performing the test.

Appendix B – System Requirements by Facility

B.1 Purpose

This Appendix identifies the hematology analyzer equipment, configuration, and testing capabilities required at each participating GPA IHS facility.

The Contractor shall provide all analyzers, backup analyzers, accessories, software, and other equipment necessary to satisfy the applicable facility requirements identified in this Appendix.

All required equipment placements and configurations identified in this Appendix shall be included in the Contractor's applicable uniform Cost-Per-Test (CPT) pricing established under Sections 14 and 15 and shall not be separately billable unless expressly identified as a separately priced item in the solicitation and resulting contract.

B.2 System Configuration Requirements

B.2 Analyzer Placement and System Requirements

The Contractor shall provide the number and configuration of hematology analyzers identified in the following matrix.

The quantities shown represent the **minimum required analyzer placement at each facility**. All primary and backup analyzers, associated accessories, installation, maintenance, service, and support shall be included in the applicable uniform Cost-Per-Test (CPT) pricing and shall not be separately billable.

Hospitals:

Facility	Primary Analyzers Required	Backup Analyzers Required	Total Analyzers	Automated Sample Loader	Closed-Tube Single-Tube Sampling	Body Fluid Capability	Reticulocyte Capability
Cheyenne River Health Center	1	1	2		X	—	—
Pine Ridge Hospital	1	1	2	X	X	—	—
Rosebud Hospital	1	1	2		X	—	—
Standing Rock Service Unit – Ft. Yates	1	1	2		X	—	—
QNB – Belcourt	1	1	2		X	—	—

Clinics:

Facility	Primary Analyzers Required	Backup Analyzers Required	Total Analyzers	Automated Sample Loader	Closed-Tube Single-Tube Sampling	Body Fluid Capability	Reticulocyte Capability
Ft. Thompson Health Center	1	0	1		X	—	—
Kyle Health Center	1	0	1		X	—	—
Lower Brule Health Center	1	0	1		X	—	—

McLaughlin Health Center	1	0	1		X	—	—
WWKMHC – Sisseton	1	0	1		X	—	—
Wanblee Health Center	1	0	1		X	—	—
Wagner Health Center	1	0	1		X	—	—

Legend:
X = Required
— = Not Required

B.2.1 Primary Analyzer

A **Primary Analyzer** is an analyzer designated for routine patient testing at the applicable facility and shall meet all functional and performance requirements applicable to that facility.

B.2.2 Backup Analyzer

A **Backup Analyzer** is an analyzer installed at the applicable facility and maintained in an operational state for use when a primary analyzer is unavailable.

A required backup analyzer shall:

- be installed, configured, and available at the facility throughout the applicable period of performance;
- be maintained in a state of readiness for patient testing;
- be capable of performing the testing necessary to maintain the facility's required hematology testing capability during primary analyzer downtime;
- successfully complete applicable quality control and other required procedures before patient testing;
- receive preventive maintenance, corrective maintenance, repair, and technical support in accordance with Section 10; and
- be provided as part of the applicable uniform CPT at no additional equipment placement, rental, maintenance, or service charge.

B.2.3 Temporary Replacement Analyzer

A backup analyzer identified in this Appendix is distinct from a temporary replacement analyzer required under Section 10.4.

When a primary analyzer cannot be restored within the required restoration period, a temporary replacement analyzer shall be required **only when a functioning backup analyzer is not available or is unable to maintain the facility's required hematology testing capability**, in accordance with Section 10.4.

B.2.4 Analyzer Quantities

The analyzer quantities identified in this Appendix represent the Government's minimum required equipment placement.

Offerors may propose additional equipment when necessary to meet the performance, throughput, uptime, service, or other requirements of this PWS. Any additional equipment proposed by the Contractor to meet the requirements of the PWS shall be provided at no additional cost to the Government and shall be incorporated into the Contractor's proposed uniform CPT.

The Contractor shall provide analyzer configurations appropriate to the operational requirements of each facility.

An **"X"** in the final solicitation matrix shall indicate that the identified capability or equipment configuration is required at that facility. A blank cell shall indicate that the capability or configuration is not required unless otherwise specified in this PWS.

B.3 Primary Analyzer Requirements

Each primary analyzer shall meet the applicable functional requirements identified in Section 4 of this PWS and shall be configured to support the testing workload and operational requirements of the facility where it is placed.

Where automated sample loading is required, the Contractor shall provide all hardware, software, racks, adapters, and accessories necessary for routine automated processing of patient specimens.

Where single-tube closed sampling is required, the analyzer shall permit processing of individual specimens without requiring use of the automated sample loader.

B.4 Backup Analyzer Requirements

Where a backup analyzer is identified as required in the facility matrix, the Contractor shall provide a backup analyzer capable of maintaining the facility's required hematology testing capability when the primary analyzer is unavailable.

The backup analyzer shall:

- be installed and operational at the applicable facility;
- be maintained in a state of readiness for patient testing;
- meet the applicable testing requirements identified in this PWS;
- use validated methods suitable for the facility's required testing;
- be maintained and serviced under the same Contractor maintenance and technical support requirements applicable to the primary analyzer; and
- be provided as part of the applicable uniform CPT at no separate equipment placement or rental charge.

Availability of a functioning backup analyzer shall be considered when determining whether a temporary replacement analyzer is required under Section 10.4, Repair and Restoration.

A temporary replacement analyzer shall not be required solely because a primary analyzer exceeds the required restoration period when a functioning backup analyzer is available and capable of maintaining the facility's required hematology testing capability.

B.5 Body Fluid Capability

Where body fluid capability is identified as required, the Contractor shall provide an analyzer and associated components capable of performing the required body fluid analysis.

The requirement to provide an analyzer with body fluid capability shall be included in the applicable uniform CPT and shall not constitute a separate equipment charge.

Body fluid testing shall be separately billable only when the Government establishes body fluid analysis as a separate testing unit with an applicable contract CPT.

B.6 Reticulocyte Capability

Where reticulocyte capability is identified as required, the Contractor shall provide an analyzer and associated components capable of performing reticulocyte testing.

The requirement to provide an analyzer with reticulocyte capability shall be included in the applicable uniform CPT and shall not constitute a separate equipment charge.

Reticulocyte testing shall be separately billable only when the Government establishes reticulocyte testing as a separate testing unit with an applicable contract CPT.

B.7 Equipment and Configuration Changes

The Contractor shall not substitute, remove, relocate, or materially change required analyzer equipment or configurations without prior Government approval.

Replacement equipment provided during the period of performance shall meet or exceed the applicable requirements of this PWS and this Appendix.

Changes to Government requirements that are outside the scope of the awarded contract, including the addition of facilities or materially different testing capabilities, shall be addressed by the Contracting Officer in accordance with the terms and conditions of the contract.

Appendix C – Core Business Hours by Facility

Facility	Hours of Operation
Eagle Butte Service Unit **Cheyenne River Health Center** 24276 166th Street, Airport Rd. Eagle Butte, SD. 57625 Phone 605-964-7724	24/7
Fort Thompson IHS Health Center 1323 BIA Route 4, PO Box 200, Fort Thompson, South Dakota Phone: 605-245-1500	Monday - Friday 8:00 a.m. to 4:30 p.m. (Daily)
Kyle Health Center P.O. Box 540, Kyle, South Dakota 57752 Phone 605-455-2451	Monday – Friday: 07:00 a.m. – 5:30 p.m.
McLaughlin Health Center 701 East 6th St., PO. Box 879, McLaughlin, South Dakota 57642 Phone: 605-823-2610	Monday – Friday: 8:00 a.m. to 4:30 p.m.
Pine Ridge Hospital P.O. Box 1201, East Highway 18, Pine Ridge, South Dakota 57770 Phone 605-867-5131	24/7
Rosebud Comprehensive Health Care Hospital P.O. Box 400, 400 Soldier Creek Dr. Rosebud, South Dakota 57570 Phone: 605-747-2231	24/7
Sisseton Service Unit **Woodrow Wilson Keeble Memorial Health Care Center (WWKMHCC)** 100 Lake Traverse Drive, Sisseton, South Dakota 57262 Phone 605-698-7606	Monday - Friday & Holidays: 8:00 a.m. – 8:00 p.m. Saturday and Sunday: 1:00 p.m. to 5:00 p.m.
Ft. Yates Service Unit (Standing Rock) 10 Standing Rock Avenue, P.O. Box J, Fort Yates, North Dakota 58538 Phone: 701-854-3831	Monday – Friday: 0800 a.m. .to 4:30 p.m. On-Call: Monday – Friday: 4:30 p.m. to 8:00 a.m. Saturday & Sunday: On-Call
Belcourt Service Unit **Quentin N. Burdick Memorial Health Care Facility** Moonlight Drive Highway 5, Belcourt, North Dakota 58316 Phone (701) 477-6111	24/7
Yankton Service Unit 111 Washington Ave NW, Wagner SD, 57380 Phone: 605-384-3621	Monday – Friday: 8:00 a.m. to 5:00 p.m.
Wanblee Health Center 210 First Street, P.O. Box 290, 100 Clinic Drive, Wanblee, South Dakota 57577 Phone 605-462-6155	Monday – Friday: 7:30 am to 6:00 pm

1. Authority
1.1. No person other than the Contracting Officer has authority to bind the Government with respect to this contract.
1.2. No action or omission of any government employee or representative other than the Contracting Officer shall increase or decrease the scope of this contract or shall otherwise modify the terms and conditions of this contract.
1.3. In no event shall any of the following be effective or binding on the Government or imputed to the Contracting Officer with respect to this contract:
1.3.1. An understanding or agreement between the Contractor and anyone other than the Contracting Officer;
1.3.2. A purported modification or change order issued by anyone other than the Contracting Officer;
1.3.3. A promise by anyone other than the Contracting Officer to provide additional funding or make payments; or
1.3.4. An order, direction, consent, or permission from anyone other than the Contracting Officer to:
1.3.4.1. Incur costs in excess of a specified estimated cost, allotment of funds, or other ceiling; or
1.3.4.2. Expend hours in excess of a specified level of effort.

FAR Provisions and Clauses Incorporated by Reference (FAC 2026-01, 03/13/2026)

52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements. (Jan 2017) Incorporated by Reference

52.204-13 System for Award Management Maintenance (Oct 2018) Incorporated by Reference

52.204-19 Incorporation by Reference of Representations and Certifications (Dec 2014) Incorporated by Reference

52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Nov 2021) Incorporated by Reference

52.209-10 Prohibition on Contracting With Inverted Domestic Corporations. (Nov 2015) Incorporated by Reference

52.212-2 Evaluation—Commercial Products and Commercial Services. (Nov 2021) Incorporated by Reference

52.212-4 Contract Terms and Conditions—Commercial Products and Commercial Services (Nov 2023) Incorporated by Reference

52.216-25 Contract Definitization (Oct 2010) Incorporated by Reference

52.216-25 Alternate I (Apr 1984) Incorporated by Reference

52.217-8 Option to Extend Services. (Nov 1999) Incorporated by Reference

52.217-9 Option to Extend the Term of the Contract. (Mar 2000) Incorporated by Reference

52.219-6 Notice of Total Small Business Set-Aside. (Deviation Nov 2025) Incorporated by Reference

52.222-19 Child Labor-Cooperation with Authorities and Remedies. (Mar 2026) Incorporated by Reference

52.222-50 Combating Trafficking in Persons. (Oct 2025) Incorporated by Reference

52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving. (May 2024) Incorporated by Reference

52.232-18 Availability of Funds. (Apr 1984) Incorporated by Reference

52.232-19 Availability of Funds for the Next Fiscal Year. (Apr 1984) Incorporated by Reference

52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (Mar 2023) Incorporated by Reference

52.233-3 Protest after Award. (Aug 1996) Incorporated by Reference

52.243-1 Changes-Fixed-Price. (Aug 1987) Incorporated by Reference

FAR Provisions and Clauses In Full Text (FAC 2026-01, 03/13/2026)

52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (Jan 2017)

(a) *Definition*. As used in this provision-

Internal confidentiality agreement or statement, subcontract, and subcontractor , are defined in the clause at 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.

(b) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use funds appropriated (or otherwise made available) for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(c) The prohibition in paragraph (b) of this provision does not contravene requirements applicable to Standard Form 312, (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) *Representation*. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of provision)

52.204-6 Unique Entity Identifier (Oct 2016)

(a) *Definition.* As used in this provision-

Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.

(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(3) Company physical street address, city, state and Zip Code.

(4) Company mailing address, city, state and Zip Code (if separate from physical).

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company headquarters name and address (reporting relationship within your entity).

(End of provision)

52.204-7 System for Award Management (Nov 2024)

(a) Definitions. As used in this provision—

"Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

Registered in the System for Award Management (SAM) means that–

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into SAM

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)

(1) An Offeror is required to be registered in SAM when submitting an offer or quotation and at time of award (see FAR clause 52.204-13, System for Award Management Maintenance, for the requirement to maintain SAM registration during performance and through final payment).

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.

(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(3) Company physical street address, city, state, and Zip Code.

(4) Company mailing address, city, state and Zip Code (if separate from physical).

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company headquarters name and address (reporting relationship within your entity).

(d) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See https://ww.sam.gov for information on registration.

(End of provision)

Alternate I (Oct 2018). As prescribed in 4.1105(a)(2) , substitute the following paragraph (b)(1) for paragraph (b)(1) of the basic provision:

(b)(1) An Offeror is required to be registered in SAM as soon as possible. If registration is not possible when submitting an offer or quotation, the awardee shall be registered in SAM in accordance with the requirements of clause 52.204-13, System for Award Management Maintenance.

52.204-16 Commercial and Government Entity Code Reporting (Aug 2020)

(a) *Definition.* As used in this provision –

Commercial and Government Entity (CAGE) code means–

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

(b) The Offeror shall provide its CAGE code with its offer with its name and location address or otherwise include it prominently in its proposal. The CAGE code must be for that name and location address. Insert the word "CAGE" before the number. The CAGE code is required prior to award.

(c) CAGE codes may be obtained via–

(1) Registration in the System for Award Management (SAM) at www.sam.gov. If the Offeror is located in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA Commercial and Government Entity (CAGE) Branch will assign a CAGE code as a part of the SAM registration process. SAM registrants located outside the United States and its outlying areas shall obtain a NCAGE code prior to registration in SAM (see paragraph (c)(3) of this provision).

(2) *The DLA Contractor and Government Entity (CAGE) Branch.* If registration in SAM is not required for the subject procurement, and the Offeror does not otherwise register in SAM, an Offeror located in the United States or its outlying areas may request that a CAGE code be assigned by submitting a request at https://cage.dla.mil.

(3) The appropriate country codification bureau. Entities located outside the United States and its outlying areas may obtain an NCAGE code by contacting the Codification Bureau in the foreign entity's country if that country is a member of NATO or a sponsored nation. NCAGE codes may be obtained from the NSPA at https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx if the foreign entity’s country is not a member of NATO or a sponsored nation. Points of contact for codification bureaus, as well as additional information on obtaining NCAGE codes, are available at http://www.nato.int/structur/AC/135/main/links/contacts.htm.

(d) Additional guidance for establishing and maintaining CAGE codes is available at https://cage.dla.mil.

(e) When a CAGE code is required for the immediate owner and/or the highest-level owner by Federal Acquisition Regulation (FAR) 52.204-17 or 52.212-3(p), the Offeror shall obtain the respective CAGE code from that entity to supply the CAGE code to the Government.

(f) Do not delay submission of the offer pending receipt of a CAGE code.

(g) If the solicitation includes FAR clause 52.204-2, Security Requirements, a subcontractor requiring access to classified information under a contract shall be identified with a CAGE code on the DD Form 254. The Contractor shall require a subcontractor requiring access to classified information to provide its CAGE code with its name and location address or otherwise include it prominently in the proposal. Each location of subcontractor performance listed on the DD Form 254 is required to reflect a corresponding unique CAGE code for each listed location unless the work is being performed at a Government facility, in which case the agency location code shall be used. The CAGE code must be for that name and location address. Insert the word "CAGE" before the number. The CAGE code is required prior to award.

(End of provision)

52.204-17 Ownership or Control of Offeror (Aug 2020)

(a) Definitions. As used in this provision–

Commercial and Government Entity (CAGE) code means–

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

(b) The Offeror represents that it □ has or □ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

(c) If the Offeror indicates "has" in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code: _____

Immediate owner legal name: _____

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity?: □ Yes or □ No.

(d) If the Offeror indicates "yes" in paragraph (c) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____

Highest-level owner legal name: _____

(Do not use a "doing business as" name)

(End of provision)

52.204-20 Predecessor of Offeror (Aug 2020)

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

Commercial and Government Entity (CAGE) code means–

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that it □ is or □ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(c) If the Offeror has indicated "is" in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code:_____ (or mark "Unknown").

Predecessor legal name: _____.

(*Do not use a "doing business as" name*).

(End of provision)

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

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

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.204-26 Covered Telecommunications Equipment or Services-Representation (Oct 2020)

(a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c)

(1) *Representation.* The Offeror represents that it □ does, □ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it □ does, □ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.204-29 Federal Acquisition Supply Chain Security Act Orders—Representation and Disclosures (Dec 2023)

(a) *Definitions.* As used in this provision, *Covered article, FASCSA order, Intelligence community, National security system, Reasonable inquiry, Sensitive compartmented information, Sensitive compartmented information system,* and *Source* have the meaning provided in the clause 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(b) *Prohibition.* Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the prohibition is set out in an applicable Federal Acquisition Supply Chain Security Act (FASCSA) order, as described in paragraph (b)(1) of FAR 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(c) *Procedures*.

(1) The Offeror shall search for the phrase “FASCSA order” in the System for Award Management (SAM)(*https://www.sam.gov)* for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (b)(1) of FAR 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(2) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM, but are effective and do apply to the solicitation and resultant contract (see FAR 4.2303(c)(2)).

(3) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(d) *Representation.* By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (e).

(e) *Disclosures.* The purpose for this disclosure is so the Government may decide whether to issue a waiver. For any covered article, or any products or services produced or provided by a source, if the covered article or the source is subject to an applicable FASCSA order, and the Offeror is unable to represent compliance, then the Offeror shall provide the following information as part of the offer:

(1) Name of the product or service provided to the Government;

(2) Name of the covered article or source subject to a FASCSA order;

(3) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Offeror;

(4) Brand;

(5) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(6) Item description;

(7) Reason why the applicable covered article or the product or service is being provided or used;

(f) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (e) to determine if any waiver may be sought. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise subject to a FASCSA order and may instead make an award to an offeror that does not require a waiver.

(End of provision)

52.212-1 Instructions to Offerors—Commercial Products and Commercial Services (Sep 2023)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

(1)Is set aside for small business and has a value above the simplified acquisition threshold;

(2)Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(3)Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b) *Submission of offers*. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) 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 offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers*. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples*. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers*. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with FAR subpart 4.10), or alternative commercial products or commercial services for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

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

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2) (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

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

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in

the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids*). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101–29, and copies of Federal specifications, standards, and product descriptions can be downloaded from the ASSIST website at https://assist.dla.mil.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained from the address in paragraph (i)(1)(i) of this provision.

(2) Most unclassified Defense specifications and standards may be downloaded from the ASSIST website at https://assist.dla.mil.

(3) Defense documents not available from the ASSIST website may be requested from the Defense Standardization Program Office by—

(i) Using the ASSIST feedback module (https://assist.dla.mil/feedback); or

(ii) Contacting the Defense Standardization Program Office by telephone at 571–767–6688 or email at assisthelp@dla.mil.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Unique entity identifier.*(Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).)
The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) [Reserved]

(l) *Debriefing*. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

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

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

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

(4) A summary of the rationale for award;

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

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

(End of provision)

52.212-4 Terms and Conditions—Commercial Products and Commercial Services.

As prescribed in 12.205(b)(3), insert the following clause:

Terms and Conditions—Commercial Products and Commercial Services (Deviation JAN 2026)

(a) *Definitions*. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

(b) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(c) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.,* use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(d) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(e) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall—

(1) Notify the Contracting Officer in writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

(g) Invoice. The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign

patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment—*

(1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(4) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable;

(D) Contractor point of contact; and

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(5) *Interest*.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions*. The Contracting Officer will issue a final decision as required by FAR part 33 if–

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR part 32).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a termination for cause.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures for interest credits prescribed in FAR part 32 in effect on the date of this contract.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon—

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered under this contract are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

(r) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services;

(2) The Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) Other contract clauses incorporated in the solicitation or contract;

(4) Addenda to this solicitation or contract;

(5) Solicitation provisions incorporated in the solicitation;

(6) Other paragraphs of this clause;

(7) Other documents, exhibits, and attachments; and

(8) The specification.

(s) *Unauthorized obligations*.

(1) Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government-authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (s)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(t) *Comptroller General examination of record*. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor’s directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices, at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR part 4, longer period required by statute, or periods specified in other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This clause does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(u) *Incorporation by reference*. The Contractor’s representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

52.216-22 Indefinite Quantity.

As prescribed in 16.505(e), insert the following clause:

Indefinite Quantity (DEVIATION JAN 2026)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract after _____ *[insert date]*.

(End of clause)

Alternate II (DEVIATION JAN 2026). As prescribed in 16.505(e)(2), add paragraphs (e) and (f) substantially the same as the following to the basic clause:

(e) The Government may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 calendar days after the contractor receives the notice of cancellation. No further orders may be issued against the contract, but orders already awarded will be completed unless a termination action is taken against the order.

(f) The Contractor may request to cancel this contract by submitting a written cancellation request to the contracting officer. The cancellation will take effect 30 calendar days after the Government receives the cancellation request, unless the contracting officer informs the contractor, before cancellation is effective, that cancellation is not approved. A contractor who requests cancellation is not eligible for the minimum guarantee. If cancelled, no further orders may be issued against the contract, but orders already awarded will be completed unless a termination action is taken against the order.

52.217-5 Evaluation of Options (July 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government’s best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

52.222-90 Addressing DEI Discrimination by Federal Contractors.

As prescribed in 22.2203, insert the following clause:

Addressing DEI Discrimination by Federal Contractors (Deviation APR 2026)

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

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (*e.g.*, vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of clause)

52.252-1 Solicitation Provisions Incorporated by Reference.

As prescribed in 52.107(a), insert the following provision:

Solicitation Provisions Incorporated by Reference (Feb 1998)

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

www.acquistion.com

(End of provision)

52.252-2 Clauses Incorporated by Reference.

As prescribed in 52.107(b), insert the following clause:

Clauses Incorporated By Reference (Feb 1998)

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

www.acquistion.com

(End of clause)

352.101-70 Application of provisions and clauses.

(a) If a clause is included in the master instrument (e.g., in an indefinite delivery/indefinite quantity contract or a blanket purchase agreement), it is not necessary to also include the clause in a task order or delivery order thereunder.

(b) When a dollar amount or dollar threshold is specified (e.g., $25 million or simplified acquisition threshold), the dollar amount of the award (contract or order) includes any options thereunder.

352.203-70 Anti-Lobbying.

As prescribed in HHSAR 303.808-70, the Contracting Officer shall insert the following clause:

Anti-Lobbying (DEC 2015)

Pursuant to the HHS annual appropriations acts, except for normal and recognized executive-legislative relationships, the Contractor shall not use any HHS contract funds for:

(a) Publicity or propaganda purposes;

(b) The preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself; or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself; or

(c) Payment of salary or expenses of the Contractor, or any agent acting for the Contractor, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any state government, state legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government.

(d) The prohibitions in subsections (a), (b), and (c) above shall include any activity to advocate or promote any proposed, pending, or future federal, state, or local tax increase, or any proposed, pending, or future requirement for, or restriction on, any legal consumer product, including its sale or marketing, including, but not limited to, the advocacy or promotion of gun control.

(End of clause)

352.208-70 Printing and Duplication.

As prescribed in HHSAR 308.803, the Contracting Officer shall insert the following clause:

Printing and Duplication (DEC 2015)

(a) Unless otherwise specified in this contract, no printing by the Contractor or any subcontractor is authorized under this contract. All printing required must be performed by the Government Printing Office except as authorized by the Contracting Officer. The Contractor shall submit camera-ready copies to the Contracting Officer's Representative (COR). The terms “printing” and “duplicating/copying” are defined in the Government Printing and Binding Regulations of the Joint Committee on Printing.

(b) If necessary for performance of the contract, the Contractor may duplicate or copy less than 5,000 production units of only one page, or less than 25,000 production units in aggregate of multiple pages for the use of a department or agency. A production unit is defined as one sheet, size 8.5 x 11 inches, one side only, and one color. The pages may not exceed a maximum image size of 10 3/4 by 14 1/4 inches. This page limit applies to each printing requirement and not for all printing requirements under the entire contract.

(c) Approval for all printing, as well as duplicating/copying in excess of the stated limits, shall be obtained from the COR who will consult with the designated publishing services office and provide direction to the contractor. The cost of any unauthorized printing or duplicating/copying under this contract will be considered an unallowable cost for which the Contractor will not be reimbursed.

352.223-70 Safety and Health.

As prescribed in HHSAR 323.7002, the Contracting Officer shall insert the following clause:

Safety and Health (DEC 2015)

(a) To help ensure the protection of the life and health of all persons, and to help prevent damage to property, the Contractor shall comply with all Federal, State, and local laws and regulations applicable to the work being performed under this contract. These laws are implemented or enforced by the Environmental Protection Agency, Occupational Safety and Health Administration (OSHA) and other regulatory/enforcement agencies at the Federal, State, and local levels.

(1) In addition, the Contractor shall comply with the following regulations when developing and implementing health and safety operating procedures and practices for both personnel and facilities involving the use or handling of hazardous materials and the conduct of research, development, or test projects:

(i) 29 CFR 1910.1030, Bloodborne pathogens; 29 CFR 1910.1450, Occupational exposure to hazardous chemicals in laboratories; and other applicable occupational health and safety standards issued by OSHA and included in 29 CFR part 1910. These regulations are available at *https://www.osha.gov/*.

(ii) Nuclear Regulatory Commission Standards and Regulations, pursuant to the Energy Reorganization Act of 1974 (42 U.S.C. 5801 *et seq.*). The Contractor may obtain copies from the U.S. Nuclear Regulatory Commission, Washington, DC 20555-0001.

(2) The following Government guidelines are recommended for developing and implementing health and safety operating procedures and practices for both personnel and facilities:

(i) Biosafety in Microbiological and Biomedical Laboratories, CDC. This publication is available at *http://www.cdc.gov/biosafety/publications/index.htm*.

(ii) Prudent Practices for Safety in Laboratories (1995), National Research Council, National Academy Press, 500 Fifth Street NW., Lockbox 285, Washington, DC 20055 (ISBN 0-309-05229-7). This publication is available at *http://www.nap.edu/catalog/4911/prudent-practices-in-the-laboratory-handling-and-disposal-of-chemicals*.

(b) Further, the Contractor shall take or cause to be taken additional safety measures as the Contracting Officer, in conjunction with the Contracting Officer's Representative or other appropriate officials, determines to be reasonably necessary. If compliance with these additional safety measures results in an increase or decrease in the cost or time required for performance of any part of work under this contract, the Contracting Officer will make an equitable adjustment in accordance with the applicable “Changes” clause set forth in this contract.

(c) The Contractor shall maintain an accurate record of, and promptly report to the Contracting Officer, all accidents or incidents resulting in the exposure of persons to toxic substances, hazardous materials or hazardous operations; the injury or death of any person; or damage to property incidental to work performed under the contract resulting from toxic or hazardous materials and resulting in any or all violations for which the Contractor has been cited by any Federal, State or local regulatory/enforcement agency. The report citing all accidents or incidents resulting in the exposure of persons to toxic substances, hazardous materials or hazardous operations; the injury or death of any person; or damage to property incidental to work performed under the contract resulting from toxic or hazardous materials and resulting in any or all violations for which the Contractor has been cited shall include a copy of the notice of violation and the findings of any inquiry or inspection, and an analysis addressing the impact these violations may have on the work remaining to be performed. The report shall also state the required action(s), if any, to be taken to correct any violation(s) noted by the Federal, State, or local regulatory/enforcement agency and the time frame allowed by the agency to accomplish the necessary corrective action.

(d) If the Contractor fails or refuses to comply with the Federal, State or local regulatory/enforcement agency's directive(s) regarding any violation(s) and prescribed corrective action(s), the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action (as approved by the Federal, State, or local regulatory/enforcement agencies) has been taken and documented to the Contracting Officer. No part of the time lost due to any such stop work order shall form the basis for a request for extension or costs or damages by the Contractor.

(e) The Contractor shall insert the substance of this clause in each subcontract involving toxic substances, hazardous materials, or hazardous operations. The Contractor is responsible for the compliance of its subcontractors with the provisions of this clause.

(End of clause)

352.224-70 Privacy Act.

As prescribed in HHSAR 324.105(a), the Contracting Officer shall insert the following clause:

Privacy Act (DEC 2015)

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 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.

(End of clause)

352.224-71 Confidential Information.

As prescribed in HHSAR 324.105(b), insert the following clause:

Confidential Information (DEC 2015)

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

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

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

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

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

(i) The publication or dissemination of the following types of information are restricted under this contract: None.

(ii) The reason(s) for restricting the types of information identified in subparagraph (i) is/are: None.

(iii) Written advance notice of at least 45 days shall be provided to the Contracting Officer of the Contractor's intent to disseminate or publish information identified in subparagraph (2)(i). The contractor shall not disseminate or publish such information without the written consent of the Contracting Officer.

(d) Whenever the Contractor is uncertain with regard to the confidentiality of or a property interest in information under this contract, the Contractor should consult with the Contracting Officer prior to any release, disclosure, dissemination, or publication.

352.226-1 Indian Preference.

As prescribed in HHSAR 326.505(a), the Contracting Officer shall insert the following clause:

Indian Preference (DEC 2015)

(a) The Contractor agrees to give preference in employment opportunities under this contract to Indians who can perform required work, regardless of age (subject to existing laws and regulations), sex, religion, or tribal affiliation. To the extent feasible and consistent with the efficient performance of this contract, the Contractor further agrees to give preference in employment and training opportunities under this contract to Indians who are not fully qualified to perform regardless of age (subject to existing laws and regulations), sex, religion, or tribal affiliation. The Contractor also agrees to give preference to Indian organizations and Indian-owned economic enterprises in the awarding of any subcontracts to the extent feasible and consistent with the efficient performance of this contract. The Contractor shall maintain the necessary statistical records to demonstrate compliance with this paragraph.

(b) In connection with the Indian employment preference requirements of this clause, the Contractor shall provide reasonable opportunities for training, incident to such employment. Such training shall include on-the-job, classroom, or apprenticeship training designed to increase the vocational effectiveness of an Indian employee.

(c) If the Contractor is unable to fill its employment and training opportunities after giving full consideration to Indians as required by this clause, the Contractor may satisfy those needs by selecting non-Indian persons in accordance with the clause of this contract entitled “Equal Opportunity.”

(d) If no Indian organizations or Indian-owned economic enterprises are available under reasonable terms and conditions, including price, for awarding of subcontracts in connection with the work performed under this contract, the Contractor agrees to comply with the provisions of this contract involving utilization of small businesses; HUBZone small businesses; service-disabled, veteran-owned small businesses; 8(a) small businesses; veteran-owned small businesses; women-owned small businesses; or small disadvantaged businesses.

(e) As used in this clause,

(1) *Indian* means a person who is a member of an Indian tribe. If the Contractor has reason to doubt that a person seeking employment preference is an Indian, the Contractor shall grant the preference but shall require the individual provide evidence within 30 days from the tribe concerned that the person is a member of the tribe.

(2) *Indian tribe* means an Indian tribe, pueblo, band, nation, or other organized group or community, including Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act (85 Stat. 688; 43 U.S.C. 1601) which the United States recognizes as eligible for the special programs and services provided to Indians because of its status as Indians.

(3) *Indian organization* means the governing body of any Indian Tribe or entity established or recognized by such governing body in accordance with the Indian Financing Act of 1974 (88 Stat. 77; 25 U.S.C. 1451).

(4) *Indian-owned economic enterprise* means any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, provided that such Indian ownership shall constitute not less than 51 percent of the enterprise, and that ownership shall encompass active operation and control of the enterprise.

(f) The Contractor agrees to include the provisions of this clause, including this paragraph (f) of this clause, in each subcontract awarded at any tier under this contract.

(g) In the event of noncompliance with this clause, the Contracting Officer may terminate the contract in whole or in part or may pursue any other remedies authorized by law or by other provisions of the contract.

(End of clause)

352.226-2 Indian Preference Program.

As prescribed in HHSAR 326.505(b), the Contracting Officer shall insert the following clause:

Indian Preference Program (DEC 2015)

(a) In addition to the requirements of the clause of this contract entitled “Indian Preference,” the Contractor agrees to establish and conduct an Indian preference program which will expand opportunities for Indians to receive preference for employment and training in connection with the work performed under this contract, and which will expand the opportunities for Indian organizations and Indian-owned economic enterprises to receive a preference in the awarding of subcontracts. In this connection, the Contractor shall perform the following:

(1) Designate a liaison officer who will maintain liaison with the Government and the Tribe(s) on Indian preference matters; supervise compliance with the provisions of this clause; and administer the Contractor's Indian preference program.

(2) Advise its recruitment sources in writing and include a statement in all employment advertisements that Indian applicants receive preference in employment and training incident to such employment.

(3) Not more than 20 calendar days after award of the contract, post a written notice setting forth the Contractor's employment needs and related training opportunities in the tribal office of any reservations on or near the contract work location. The notice shall include the approximate numbers and types of employees needed; the approximate dates of employment; any experience or special skills required for employment; training opportunities available; and other pertinent information necessary to advise prospective employees of any other employment requirements. The Contractor shall also request the tribe(s) on or near whose reservation(s) the Contractor will perform contract work to provide assistance filling its employment needs and training opportunities. The Contracting Officer will advise the Contractor of the name, location, and phone number of the Tribal officials to contact regarding the posting of notices and requests for Tribal assistance.

(4) Establish and conduct a subcontracting program which gives preference to Indian organizations and Indian-owned economic enterprises as subcontractors (including suppliers) under this contract. The Contractor shall give public notice of existing subcontracting opportunities and, to the extent feasible and consistent with the efficient performance of this contract, shall solicit bids or proposals from Indian organizations or Indian-owned economic enterprises only. The Contractor shall request assistance and information on Indian firms qualified as subcontractors (including suppliers) from the Tribe(s) on or near whose reservation(s) the Contractor will perform contract work. The Contracting Officer will advise the Contractor of the name, location, and phone number of the Tribal officials to contact regarding the request for assistance and information. Public notices and solicitations for existing subcontracting opportunities shall provide an equitable opportunity for Indian firms to submit bids or proposals by including—

(i) A clear description of the supplies or services required, including quantities, specifications, and delivery schedules that facilitate the participation of Indian firms;

(ii) A statement indicating that Indian organizations and Indian-owned economic enterprises will receive preference in accordance with section 7(b) of Public Law 93-638; 88 Stat. 2205; 25 U.S.C. 450e(b);

(iii) Definitions for the terms “Indian organization” and “Indian-owned economic enterprise” prescribed under the “Indian Preference” clause of this contract;

(iv) A statement that the bidder or offeror shall complete certifying that it is an Indian organization or Indian-owned economic enterprise; and

(v) A closing date for receipt of bids or proposals which provides sufficient time for preparation and submission of a bid or proposal. If, after soliciting bids or proposals from Indian organizations and Indian-owned economic enterprises, the Contractor receives no responsive bid or acceptable proposal, the Contractor shall comply with the requirements of paragraph (d) of the “Indian Preference” clause of this contract. If the Contractor receives one or more responsive bids or conforming proposals, the Contractor shall award the contract to the low, responsive, responsible bidder or conforming offer from a responsible offeror if the price is reasonable. If the Contractor determines the low responsive bid or conforming proposal's price is unreasonable, the Contractor shall attempt to negotiate a reasonable price and award a subcontract. If parties cannot agree on a reasonable price, the Contractor shall comply with the requirements of paragraph (d) of the “Indian Preference” clause of this contract.

(5) Maintain written records under this contract which demonstrate—

(i) The numbers of Indians seeking employment for each employment position available under this contract;

(ii) The number and types of positions filled by Indians and non-Indians;

(iii) The total number of Indians employed under this contract;

(iv) For those positions having both Indian and non-Indian applicants, and a non-Indian is selected for employment, the reason(s) why the Contractor did not select the Indian applicant;

(v) Actions taken to give preference to Indian organizations and Indian-owned economic enterprises for subcontracting opportunities which exist under this contract;

(vi) Reasons why Indian subcontractors and or suppliers did not receive preference for each requirement where the Contractor determined that such preference was inconsistent with efficient contract performance; and

(vii) The number of Indian organizations and Indian-owned economic enterprises contacted, and the number receiving subcontract awards under this contract.

(6) Submit to the Contracting Officer for approval a quarterly report summarizing the Contractor's Indian preference program and indicating the number and types of available positions filled by Indians and non-Indians, and the dollar amounts of all subcontracts awarded to Indian organizations and Indian-owned economic enterprises, and to all other firms.

(7) Maintain records pursuant to this clause and keep them available for review by the Government for one year after final payment under this contract, or for such longer period in accordance with requirements of any other clause of this contract or by applicable law or regulation.

(b) For purposes of this clause, the following definitions of terms shall apply:

(1) The terms *Indian, Indian tribe, Indian organization,* and *Indian-owned economic enterprise* are defined in the clause of this contract entitled *Indian Preference.*

(2) *Indian reservation* includes Indian reservations, public domain Indian allotments, former Indian reservations in Oklahoma, and land held by incorporated Native groups, regional corporations, and village corporations under the provisions of the Alaska Native Claims Settlement Act (85 Stat. 688; 43 U.S.C. 1601 *et seq.*)

(3) *On or near an Indian reservation* means on a reservation or reservations or within that area surrounding an Indian reservation(s) where a person seeking employment could reasonably expect to commute to and from in the course of a work day.

(c) Nothing in the requirements of this clause shall preclude Indian tribes from independently developing and enforcing their own Indian preference requirements. Such requirements must not conflict with any Federal statutory or regulatory requirement dealing with the award and administration of contracts.

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in each subcontract awarded at any tier under this contract and to notify the Contracting Officer of such subcontracts.

(e) In the event of noncompliance with this clause, the Contracting Officer may terminate the contract in whole or in part or may pursue any other remedies authorized by law or by other provisions of the contract.

(End of clause)

352.232-71 Electronic submission of payment requests

As prescribed in HHSAR 332.7003, use the following clause:

Electronic Submission of Payment Requests

(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* 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)

352.237-70 Pro-Children Act.

As prescribed in HHSAR 337.103(d)(1), the Contracting Officer shall insert the following clause:

Pro-Children Act (DEC 2015)

(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 routine 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 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.

352.237-71 Crime Control Act—Reporting of Child Abuse.

As prescribed in HHSAR 337.103(d)(2), the Contracting Officer shall insert the following clause:

Crime Control Act of 1990—Reporting of Child Abuse (DEC 2015)

(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 or 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 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 subcontractor staff, is made aware of, understands, and complies with the provisions of the Act.

(End of clause)

352.237-72 Crime Control Act—Requirement for Background Checks.

As prescribed in HHSAR 337.103(d)(3), the Contracting Officer shall insert the following clause:

Crime Control Act of 1990—Requirement for Background Checks (DEC 2015)

(a) Public Law 101-647, also known as the Crime Control Act of 1990 (Act), requires that all individuals involved with the provision 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 services, 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 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.

(End of clause)

352.237-73 Indian Child Protection and Family Violence Act.

As prescribed in HHSAR 337.103(d)(4) the Contracting Officer shall insert the following clause:

Indian Child Protection and Family Violence Act (DEC 2015)

(a) This contract is subject to the Indian Child Protection and Family Violence Act, Public Law 101-630 (25 U.S.C. 3201 *et seq.*) The duties and responsibilities required by this contract may involve regular contact with or control over Indian children. Public Law 101-630 prohibits employment, including Personal Service Contracts, with anyone who has been convicted of any crime of violence. Any such conviction should immediately be brought to the attention of the Contracting Officer. The contractor will be subject to a character investigation, conducted by the Indian Health Service, Office of Human Resources. Until such time as the contractor has been notified of completion of the investigation, the contractor shall have no unsupervised contact with Indian children. In order to initiate this background investigation, the contractor must provide information as required in this contract or as directed by the Contracting Officer.

(b) As a prerequisite to providing services under this contract, the Contractor is required to complete and sign the declaration found in Section J of this contract.

(End of clause)

352.237-74 Non-Discrimination in Service Delivery.

As prescribed in HHSAR 337.103(e), the Contracting Officer shall insert the following clause in solicitations and contracts:

Non-Discrimination In Service Delivery (DEC 2015)

It is the policy of the Department of Health and Human Services that no person otherwise eligible will be excluded from participation in, denied the benefits of, or subjected to discrimination in the administration of HHS programs and services based on non-merit factors such as race, color, national origin, religion, sex, gender identity, sexual orientation, or disability (physical or mental). By acceptance of this contract, the contractor agrees to comply with this policy in supporting the program and in performing the services

called for under this contract. The contractor shall include this clause in all sub-contracts awarded under this contract for supporting or performing the specified program and services. Accordingly, the contractor shall ensure that each of its employees, and any sub-contractor staff, is made aware of, understands, and complies with this policy.

(End of clause)

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

Hematology Analyzer Systems and Services

Great Plains Area Indian Health Service (GPA IHS)

Contract/Task Order No.: _____
Contractor: _____
Effective Date: _____

1. Purpose

This Quality Assurance Surveillance Plan (QASP) establishes the Government's approach for monitoring Contractor performance under the GPA IHS Hematology Analyzer Systems and Services contract. It is intended to provide a systematic method for assessing whether the Contractor meets the measurable performance requirements of the Performance Work Statement (PWS). The QASP does not modify the contract, create additional Contractor obligations, or reduce any requirement contained in the contract. In the event of a conflict, the contract and PWS control.

2. Scope of Surveillance

Surveillance will focus on eight consolidated performance areas: analyzer availability and uptime; technical and on-site service response; repair, restoration, and continuity of testing; preventive maintenance; installation, training, verification, and acceptance; service documentation and performance-failure reporting; security, privacy, and accessibility compliance; and billing/invoicing accuracy. Surveillance may be performed at the contract, task-order, facility, or analyzer level, as appropriate.

3. Roles and Responsibilities

Role	QASP Responsibility
Contracting Officer (CO)	Retains contractual authority; addresses significant or repeated performance deficiencies; authorizes contractual remedies, modifications, and changes to price or scope.
COR / Authorized Government Representative	Administers surveillance; reviews performance records and reports; documents findings; coordinates with facilities; communicates performance concerns to the Contractor and CO.
Laboratory Director / Designee	Verifies installation/acceptance, clinical readiness, quality-control results, method verification, training completion, and facility-level operational performance.
Facility Laboratory Staff	Report service events, verify technician arrival/restoration, identify performance issues, and provide records needed for surveillance.
ISSO / Security or Privacy Officials	Evaluate applicable security, connectivity, privacy, incident, and authorization requirements and review Contractor compliance when required.
Contractor	Maintains records required by the PWS; provides reports and supporting documentation; promptly reports performance failures; implements corrective action.

4. Surveillance Methods

- 100% Inspection: Review of every occurrence or deliverable where failure could materially affect patient testing, acceptance, security, or payment.
- Periodic Inspection: Scheduled review of records or performance at defined intervals.
- Random Sampling: Review of a representative selection of service tickets, invoices, maintenance records, or other recurring transactions.
- Validated Customer/Facility Feedback: Documented information from laboratory personnel concerning Contractor performance, verified by the COR or Laboratory Director before being used as a formal surveillance finding.
- Contractor-Provided Records: Review of service logs, uptime calculations, preventive-maintenance records, training records, acceptance documentation, and other required reports.

5. Performance Requirements Summary

The following eight performance requirements consolidate the principal measurable outcomes of the PWS for Government surveillance. The PWS and contract remain controlling.

PWS Ref.	Performance Objective	Standard / Acceptable Quality Level	Surveillance Method	Frequency	Evidence / Record
10.5 / 11	Analyzer Availability and Uptime	Each analyzer maintains at least 95% uptime each month using the PWS calculation and applicable facility required operating hours.	100% review of monthly uptime calculation for each analyzer	Monthly	Uptime report; service/downtime records; approved exclusions
10.3	Technical and On-Site Service Response	Hospitals: technical response within 2 hours; on-site response within 24 hours when required. Clinics: technical response within 4 business hours; on-site response no later than the next business day when required.	100% review of applicable service events	Monthly / each service event	Service ticket; receipt, troubleshooting, dispatch determination, and arrival timestamps
10.4	Repair, Restoration, and Continuity of Testing	Hospitals restored within 48 hours; clinics within 2 business days. When the restoration deadline is exceeded, backup/temporary replacement requirements are followed as applicable.	100% review of applicable downtime/restoration events	Each applicable event / monthly summary	Service ticket; restoration timestamp; QC/operational checks; backup/contingency record
10.1	Preventive Maintenance	100% of scheduled preventive maintenance completed in accordance with the manufacturer schedule and coordinated with the facility.	100% record review	Monthly / as PM occurs	PM schedule; completed PM/service records
9 / 13	Installation, Training, Verification, and Acceptance	100% of applicable installation, training, QC, method verification, LIS/interface, documentation, and readiness requirements completed before written Government acceptance and routine billing.	100% inspection	Each installation or replacement	Acceptance checklist; training records; QC/calibration; verification; LIS records; written acceptance
10.2 / 10.6	Service Documentation and Performance Failure Reporting	Required service-event records are complete. Contractor promptly reports response, restoration, or uptime failures and documents cause and corrective action.	100% review of performance failures; periodic review of service records	Monthly / as failures occur	Service logs; notifications; corrective-action records

PWS Ref.	Performance Objective	Standard / Acceptable Quality Level	Surveillance Method	Frequency	Evidence / Record
19 / 20	Security, Privacy, and Accessibility Compliance	Applicable HHS/IHS security and privacy requirements, PHI protections, authorized connectivity requirements, and applicable Section 508 requirements are satisfied.	Government technical/documentation review; 100% review of identified incidents or deficiencies	At acceptance; as changes/incidents occur; periodic review	Security/privacy documentation; approvals; incident records; VPAT/ACR or applicable accessibility documentation
14 / 16	Billing and Invoicing Accuracy	Invoices use the applicable contract CPT, reflect authorized billable tests under the applicable Task Order, and do not include pre-acceptance or otherwise nonbillable items.	Invoice review / sampling, increased to 100% when discrepancies are identified	Each invoice	Invoice; Task Order; acceptance date; test-volume/supporting records

6. Uptime Surveillance and Calculation

Uptime shall be assessed separately for each analyzer each month. The Government will validate the Contractor's calculation against service records and the applicable facility operating hours.

Uptime (%) = [(Total Required Operating Time - Contractor-Attributable Downtime) / Total Required Operating Time] x 100

- Total Required Operating Time is based on the hours the analyzer is required to be available for patient testing at the applicable facility.
- Contractor-Attributable Downtime begins when the Contractor receives notification that the analyzer is unavailable for patient testing due to a condition for which the Contractor is responsible and ends when the analyzer is restored and available for patient testing.
- Scheduled preventive maintenance may be excluded only when it meets the PWS conditions for exclusion.
- Government-caused downtime may be excluded only when adequately documented and accepted by the Government.
- A functioning backup analyzer does not, by itself, erase downtime of the affected primary analyzer; uptime is measured for each analyzer as stated in the PWS.

7. Acceptance Surveillance Checklist

Acceptance Item	Government Verification	Result
Equipment delivered and configured	Compare installed equipment/configuration to PWS and Appendix B.	Pass / Fail
Operational readiness	No unresolved errors preventing routine patient testing.	Pass / Fail
Accessories/peripherals	Required barcode, sample handling, loaders, and accessories operational.	Pass / Fail
Reagents/calibrators/controls/consumables	Required startup materials available.	Pass / Fail
Calibration / installation procedures	Manufacturer-required procedures successfully completed.	Pass / Fail
Quality control	Results meet manufacturer and facility acceptance requirements.	Pass / Fail
Method verification	Required verification completed and documentation provided.	Pass / Fail
LIS/interface, when applicable	Required data elements accurately transmit/receive through approved interface.	Pass / Fail / N/A
Training	Required staff training completed and documented.	Pass / Fail
Required documentation	All PWS 13.2 documentation received and acceptable.	Pass / Fail

Acceptance Item	Government Verification	Result
Ready for patient testing	Laboratory Director/designee confirms clinical readiness.	Pass / Fail
Written acceptance	Acceptance date documented by authorized Government representative.	Accepted / Not Accepted

8. Performance Documentation and Reporting

The COR or authorized Government representative should maintain a surveillance file sufficient to support performance assessments and any contractual action. At a minimum, the file should include applicable service tickets, preventive-maintenance records, uptime reports/calculations, acceptance records, training records, invoice-review records, documented performance deficiencies, Contractor corrective-action responses, and relevant security/accessibility records.

Recommended monthly Contractor performance report elements:

- Service requests by facility and analyzer, including all required timestamps.
- Response-time and restoration-time compliance results.
- Downtime hours and uptime percentage for each analyzer.
- Preventive maintenance due/completed during the month.
- Temporary replacement or contingency actions, if any.
- Open performance deficiencies and corrective-action status.
- Training completed during the month, if any.
- Known cybersecurity vulnerabilities/incidents or security-related changes requiring Government coordination, as applicable.

9. Deficiency and Corrective-Action Process

Step	Government / Contractor Action
1. Identify	Government documents the requirement, observed condition, date, facility/analyzer, and supporting evidence.
2. Validate	COR/Laboratory Director validates the finding and determines whether it is a PWS performance failure.
3. Notify	Government notifies Contractor. Matters requiring contractual direction or remedies are referred to the CO.
4. Correct	Contractor corrects the deficiency within the PWS-required timeframe or other timeframe authorized by the CO/authorized Government representative where permitted.
5. Verify	Government verifies correction through records, retesting, inspection, or other appropriate surveillance.
6. Trend	Repeated or systemic failures are tracked and elevated to the CO for consideration under the contract.

10. Surveillance Ratings

The following internal surveillance categories may be used to summarize performance. These categories are administrative tools for QASP monitoring and do not replace any formal contract performance evaluation methodology.

Category	Description
Conforming	Requirement met; supporting evidence is complete and acceptable.
Nonconforming - Corrected	Requirement was not met, but corrective action was completed and verified.
Nonconforming - Open	Requirement not met and corrective action remains outstanding.
Not Applicable	Requirement did not apply during the surveillance period.

11. QASP Review and Adjustment

The Government may adjust surveillance frequency or sampling intensity based on performance risk, recurring deficiencies, changes in operations, or other contract-administration needs. Any QASP adjustment shall not change the Contractor's contractual requirements. Changes to contractual performance standards must be made through appropriate contract action by the Contracting Officer.

Appendix 1 - Monthly Surveillance Worksheet

Facility / Analyzer	Requirement	Target	Actual / Finding	Conforming?	Evidence / Notes
	Initial technical response	Hospital <=2 hr / Clinic <=4 business hr		Yes / No	
	On-site response	Hospital <=24 hr / Clinic next business day		Yes / No / N/A	
	Restoration	Hospital <=48 hr / Clinic <=2 business days		Yes / No	
	Monthly uptime	>=95%		Yes / No	
	Preventive maintenance	Per manufacturer schedule		Yes / No / N/A	
	Failure notification/CAP	As required		Yes / No / N/A	

Appendix 2 - Service Event Review

Field	Entry
Facility / Analyzer	
Service request received	
Technical support initiated	
Initial response requirement met?	
On-site service required? / determination time	
Technician arrival	
On-site response requirement met?	
Analyzer restored / available for testing	
Restoration requirement met?	
Backup analyzer functioning and sufficient?	
Temporary replacement/contingency required?	
QC/operational checks completed	
Contractor-attributable downtime	
Corrective action / notes	
Government reviewer / date	

Appendix 3 - Acceptance Record

Facility: _____ Analyzer Model/Serial No.: _____ Date: _____

Acceptance determination: [ ] Accepted [ ] Not Accepted [ ] Conditional/Deficiencies Outstanding

Deficiencies / corrective actions: _____

_____

Laboratory Director / Authorized Government Representative: _____ Date: _____