

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE 1 OF 1 of 31	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER 75H709-BAIHS23Q-007	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Kenny Nicholson		b. TELEPHONE NUMBER (No collect calls) 406-247-7071		6. SOLICITATION ISSUE DATE 02/06/2023	
9. ISSUED BY Billings Area Indian Health Services 2900 4th Avenue N.		CODE		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR:		8. OFFER DUE DATE/ LOCAL TIME 02/22/2023	
				<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A)		<input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 621511 <input type="checkbox"/> EDWOSB SIZE STANDARD: \$41.5 million	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO Multiple Locations		CODE		16. ADMINISTERED BY		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
17a. CONTRACTOR/OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY Billings Area Indian Health Services Financial Management	
TELEPHONE NO.		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	Reference Laboratory Services for the Billings Area Indian Health Services (IHS)						
2	Base Year - All Locations						
3	Option Year 1 - All Locations						
	Option Year 2 - All Locations						
				<i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>			
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA					<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA					<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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: REF. _____ 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	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
4	Option Year 3 - All Locations				
5	Option Year 4 - All Locations				

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	
	42b. RECEIVED AT (<i>Location</i>)	
	42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

PART I – THE SCHEDULE

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested and a written solicitation will not be issued.

75H709-BAIHS23Q-007 is issued as a request for proposal (RFP) in accordance with FAR part 12, Commercial Items, FAR 15, Contracting by Negotiation, FAR 37.4 Non-Personal Healthcare Services Contracts. The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2023-01.

Set-Aside 100% Unrestricted
 NAICS 621511 – Medical Laboratories
 SB Size Standard \$41.5 million

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

1. SUPPLIES/SERVICES DESCRIPTION

Reference Laboratory Services for the Billings Area Indian Health Services.

2. PRICE SCHEDULE SUMMARY

See attached Price Schedule Tool

BASE YEAR		
CLIN	Description	Total Base Year Cost
01	Blackfeet (BFSU)	
02	Crow (CSU)	
03	Fort Belknap (FBSU)	
04	Fort Peck (FPSU)	
05	Little Shell (LSSU)	
06	Northern Cheyenne (NCSU)	
07	Wind River (WRSU)	

OPTION YEAR 1		
CLIN	Description	Total Option Year 1 Cost
01	Blackfeet (BFSU)	
02	Crow (CSU)	
03	Fort Belknap (FBSU)	
04	Fort Peck (FPSU)	
05	Little Shell (LSSU)	
06	Northern Cheyenne (NCSU)	
07	Wind River (WRSU)	

OPTION YEAR 2		
CLIN	Description	Total Option Year 2 Cost
01	Blackfeet (BFSU)	
02	Crow (CSU)	
03	Fort Belknap (FBSU)	
04	Fort Peck (FPSU)	
05	Little Shell (LSSU)	
06	Northern Cheyenne (NCSU)	
07	Wind River (WRSU)	

OPTION YEAR 3		
CLIN	Description	Total Option Year 3 Cost
01	Blackfeet (BFSU)	
02	Crow (CSU)	
03	Fort Belknap (FBSU)	
04	Fort Peck (FPSU)	
05	Little Shell (LSSU)	
06	Northern Cheyenne (NCSU)	
07	Wind River (WRSU)	

OPTION YEAR 4		
CLIN	Description	Total Option Year 4 Cost
01	Blackfeet (BFSU)	
02	Crow (CSU)	
03	Fort Belknap (FBSU)	
04	Fort Peck (FPSU)	
05	Little Shell (LSSU)	
06	Northern Cheyenne (NCSU)	
07	Wind River (WRSU)	

SECTION C – STATEMENT OF WORK

A. OBJECTIVE:

The Contractor shall provide anatomic pathology and clinical laboratory testing services as required to the following Indian Health Service facilities within the Billings Area: Blackfeet Community Hospital, Browning Montana; Crow/Northern Cheyenne Hospital, Crow Agency Montana; Fort Belknap Hospital, Harlem Montana; Lodge Grass Health Center, Lodge Grass Montana; Pryor Health Center, Pryor, Montana; Fort Washakie Health Center, Fort Washakie Wyoming; Northern Cheyenne Health Center, Lame Deer Montana; Vern E. Gibbs Health Center, Poplar Montana; Chief Redstone Health Center, Wolf Point Montana; and Little Shell Service Unit, Great Falls Montana. Two sites in the area; Heart Butte Health Center, Heart Butte, Montana and Eagle Child Health Clinic, Hays, Montana currently do not utilize reference laboratory testing, but will remain as optional sites if those service will be required in the future.

B. THE CONTRACTOR SHALL BE QUALIFIED AS FOLLOWS:

1. The Contractor’s laboratory shall be under the direct supervision of a physician who is board certified in Clinical and Anatomical Pathology by the American Board of Pathology.
2. The Contractor’s laboratory shall be licensed as a medical laboratory as specified in the Clinical Laboratory Improvement Amendments of 1988 (CLIA’88). The laboratory must also be accredited by the College of American Pathologists. Each IHS facility Lab Supervisor will receive a copy of the laboratory’s accreditation. The Contractor shall provide copies of all updated certificates of accreditation throughout the duration of the contract. Laboratory survey reports by CMS (Centers for Medicare & Medicaid Services)/CMS deemed accreditation agencies will be provided to the Billings Area Office of Contracts & Grants after each accreditation review;
3. The Contractor shall: (1) maintain a quality assurance plan with documentation of quality assurance activities for the previous two years; (2) maintain a stringent internal quality control program for all procedures performed in-house; and (3) participate in an external proficiency testing program(s) approved by the Centers for Medicare & Medicaid Services (CMS)(formerly, Health Care Finance Administration (HCFA)). The Contractor shall provide proof of current enrollment in a Proficiency Testing Program approved under CLIA-88;

Solicitation No. 75H709-BAIHS23Q-007	Project Title Reference Laboratory Services	Page 6 of 31
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4. The Contractor's facility shall be staffed by testing clinical laboratory personnel that meet or exceed the requirements established under CLIA-88 and CAP. Copies of curriculum vitae on all key staff (Pathologists, Department Supervisors, Section Leaders, etc.) shall accompany the technical information. Updates will be provided within one week of any change of key personnel;
5. For all referral or sub-contracted testing, the Contractor shall refer a specimen for testing only to a CLIA-certified laboratory or a laboratory meeting equivalent requirements as determined by CMS.
6. The contractor shall possess a functioning Bi-Directional Reference Lab mechanism. The laboratory result data format must be compatible with current and future versions of the IHS Lab Package.

C. SCOPE:

1. The Contractor shall provide a Medical Laboratory Director for any high or moderately complexity laboratory as needed, as well as a Technical Supervisor of Immunohematology as needed for any of the Billings Area IHS facilities. The Medical Laboratory Director and Technical Supervisor of Immunohematology will be compliant with all credentialing and personnel requirements. The Medical Laboratory Director and the Technical Supervisor of Immunohematology may be the same person if qualified.

The contractor shall provide a list of the Pathologist qualified to serve as laboratory directors and their CV's, a list of the proposed consulting technologists and their CV's, details and timeframes for transition of laboratory director turnovers and how long proposed laboratory directors will be onsite for required paperwork to be filled out such as CLIA certificate, procedure manual signatures, and etc. Provide a report format for the laboratory director's report and also the consulting technologist's report. Provide a list of QAPI monitors and examples of the report that would be sent to the laboratory manager. Provide an example of the antibiogram report that shall be sent quarterly to each facility. Provide how regulatory/accreditation issues will be identified, recommended fixes communicated and tracked for completion.

The contractor will provide on a quarterly basis, a clinical laboratory technical consultant, to provide a technologist report for the 3 hospitals in the area. The technical consultant provides consultative services to the Supervisory Clinical Laboratory Scientist and Laboratory Medical Director on issues pertaining to quality management in the clinical laboratory setting such as proficiency testing tracking/reports and inter-laboratory quality assurance programs. The technical consultant participates in audits of laboratory operations by reviewing a sampling of testing, quality control, and other testing reports for accuracy, completeness and compliance to ensure that quality assurance standards and regulatory requirements are met and documents audit findings and reports to the Supervisory Clinical Laboratory Scientist and Laboratory Medical Director. The technical consultant will immediately communicate concerns identified in the testing process to the Supervisory Clinical Laboratory Scientist and Laboratory Medical Director.

In accordance with Indian Health Service credentialing policy, the Contractor shall complete a primary source verification for each pathologist performing services under the contract. Upon the assignment of a Laboratory Director to a Billings Area service unit, the Laboratory Director shall complete a credentials packet and be credentialed by the service unit Governing Body. Contractor pathologists shall be board certified by the American Board of Pathology.

The Medical Laboratory Director and/or the Technical Supervisor of Immunohematology will make a minimum monthly (12) on-site visits per year (with PACE approved continuing education being provided at the time of the on-site visit) for each facility he/she is responsible. The Medical Laboratory Director

Solicitation No. 75H709-BAIHS23Q-007	Project Title Reference Laboratory Services	Page 7 of 31
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and/or the Technical supervisor of site with no Immunohematology must make a minimum of 4 site visits (quarterly) and the Medical Director and/or the Technical Supervisor of non-Immunohematology sites must have monthly contact with the laboratory supervisor, via telephone, mail or e-mail. The Laboratory Director of Immunohematology must provide 24-hour availability of a qualified physician to address blood banking issues such as transfusion reactions and the work-up of transfusion reactions. The Laboratory Director must also attend (virtually or by phone if necessary) blood utilization committee meetings.

The Medical Laboratory Director and/or Technical Supervisor must provide a detailed written consultation report upon completion of the on-site visit. The report shall be based on assuring the facility passes their laboratory accrediting body survey. It shall include, but not be limited to, services performed, contacts made, problems and deficiencies identified, recommendations made, any follow-up needed and corrective action plans for addressing identified deficiencies and problems which may cause the facility to fail an accreditation survey. The reports shall be submitted to the Chief Executive Officer, Clinical Director and/or the Chief Medical Officer, Laboratory Supervisor and Contract Officer Representative of each facility.

The contractor shall have a board certified Pathologist on staff and accessible to Billings Area Clinical Directors, Laboratory Directors and Laboratory Supervisors at all times. The contractor's Pathologist shall be available for telephone support to the Billings Area medical staff during facilities regular working hours. This support shall include but not be limited to technical and medical problems, test selection, interpretations and overall support to the laboratory.

Any facility performing therapeutic phlebotomy will be subject to approval by the Technical Immunohematology Supervisor.

2. The Contractor shall provide pick-up and delivery service 6 days a week at the three Indian Health Service Hospitals (Blackfeet Community Hospital, Crow/Northern Cheyenne Hospital, and Fort Belknap Hospital) and Monday-Friday pick-up and delivery services (with the exception of federal holidays) at the seven Health Centers (Lodge Grass Health Center, Pryor Health Center, Fort Washakie Health Center, Northern Cheyenne Health Center, Vern E. Gibbs Health Center, Chief Redstone Health Center, Little Shell Service Unit) covered under the contract, unless otherwise specified by a courtesy call by the facility supervisor..

Pick-up and Delivery Requirements:

- Specimen pickup times shall be mutually agreed upon between the Contractor and the Laboratory Supervisor at each facility.
- Specimens shall not be in transit more than 12 hours from the time of pickup at each facility to the time of arrival at the Contractor's facility.
- The Contractor shall guarantee that the specimen is kept at optimum conditions of evaluation during the entire transit time.
- The contractor shall provide a process to document receipt of each patient specimen and tracking of each individual specimen until testing is completed.

Solicitation No. 75H709-BAIHS23Q-007	Project Title Reference Laboratory Services	Page 8 of 31
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3. The Contractor shall perform non-emergency laboratory testing procedures including surgical pathology listed on the attached schedule, and any other laboratory testing as required when ordered by Billings Area Laboratories. The Contractor shall provide reports by electronic printer, to the requesting Indian Health Service facility within 24 hours from the time the specimen is received in the contract laboratory unless methodology requires a longer time. The Contractor will have in place a method for notification of critical values to the appropriate Billings Area Laboratory within one hour of the result being available. The Contractor shall notify the requesting Billings Area Laboratory, by telephone, email or fax, immediately, when an unacceptable (i.e. mislabeled, incomplete requisition, missing specimen, etc.) or Quantity Not Sufficient (QNS) specimen is received. No specimen is to be discarded until communication with the sending Laboratory has been established and the sending Laboratory approves of the disposal. A complete report of the incident will be sent to the effected Billings Area facility within one week of the incident;

Local laboratories can be utilized for tests/procedures requiring more immediate results and where specimen integrity may be jeopardized during transit at the discretion of staff at each Indian Health Service site without affecting this contract.

4. The Contractor is responsible for providing electronic transmittal of laboratory results from the Contractors laboratory to the Indian Health Service facilities. The data needs to adhere to the HL7 format that is required by the IHS Lab Package that resides in the Resource Patient Management System (RPMS). The laboratory result data format must be compatible with current and future versions of the IHS Lab Package.

This interface shall require tech review of orders and results before release. This interface shall include all blood and body fluid reports, cytology reports, tissue reports, and microbiology reports. This interface needs to be compatible with data innovations. The contractor shall provide a means of electronic back-up and retransmission readily available and easily accessible for retransmission of results. All equipment, software, and/or hardware required to implement/maintain the bi-directional interface shall be provided by the contractor at no charge to the government. In addition, any upgrades or replacements to software or hardware, and necessary computer supplies (printers, paper, toner, labels, drums) shall be provided by the contractor at no charge to the government. Computer tech support shall be available during business hours including phone numbers and contacts. UI test code must be provided for all tests.

For Billings Area laboratories that are using or planning to use the IHS Bi-directional or Uni-directional Interface, the Contractor shall assign a project manager/specialist and dedicate system resources to the set-up, testing, and maintenance of the Contractor laboratory interface at each facility

5. The Contractor shall provide to each Indian Health Service facility, the Contractor's test requisition form that will include pre-printed name, address and identification number for the facility from which the specimens are sent. These forms shall be designed with check-off system containing the commonly ordered tests on one page. The form must accommodate the following patient demographic information. Patient Last and First Name, medical record number, date of birth, name of Physician, and IHS accession number.
6. The Contractor shall provide the Area Contracting Officer and each Indian Health Service facility laboratory a catalog of all tests available with instructions for specimen handling and requirements, to include methods and normal or interpretive values, and test fees that reflect the contract price. Test procedures not performed by the Contractor's laboratory shall not include a handling fee.

Solicitation No. 75H709-BAIHS23Q-007	Project Title Reference Laboratory Services	Page 9 of 31
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7. The Contractor shall provide training and certification to all IHS laboratory staff in the shipping of biohazards and infectious materials on an annual basis.
8. The Contractor shall furnish all the necessary supplies and equipment for the collection, transport and reporting of specimens at no additional cost to the Indian Health Service facility. The shipping containers must meet IATA requirements.
9. The Contractor shall provide, at a minimum, quarterly site visits to all facilities by a representative of the Contractor. These quarterly visits will include a report of activities performed during that visit to include any maintenance of equipment in place that is the Contractors, any training done, and any other items of discussion that result in a change in business model. This report shall be submitted to the Contracting Officer Representative (COR). The contractor will have available continuing education topics that are PACE approved, available through videos, CD-ROM or telemedicine. The Contractor must provide “Client Services” via telephone at no additional charge to Indian Health Service. Client services would include responding to inquiries of patient test results, responding to specimen collection requirements of tests not listed in manuals, requests for additional supplies, responding to inquiries with regards to availability of testing services. Client services should be available 24 hours per day.
10. The Contractor shall provide repeat testing when clinicians feel results do not correlate with the clinical status of the patient.
11. The Contractor shall submit the following monthly reports that will not be charged as a separate cost and are due no later than the 15th day of the following month:
 - A. The facility specific invoice shall be mailed and/or emailed to the identified IHS Lab Supervisor directly. The invoice will include the following patient health record number, the name of the test performed, the CPT code of the test, fee for the test, date of completion, name of requesting provider, and the facility account number.
 - B. An itemized *electronic* “transaction report” shall be exported to the IHS facility lab supervisor. Data should be exported in an “EXCEL™ compatible format. The monthly report must include the name of test performed, cost per test; the number of tests performed during the month; a cumulative (“year-to-date”) number of tests performed and a cumulative (“year-to-date”) cost of tests.
 - C. A report which will include account number and/or account name, test number, test name, cost of test, quantity of each test ordered, amount spent on each test for the month, a year to date quantity ordered for each test and year to date amount spent for each test. Data should be exported in an “EXCEL™” compatible format.
 - D. A report of tests not performed for the month.
 - E. All report data exported and submitted to the facility shall be HIPAA compliant.
12. The Contractor shall provide on a quarterly basis an anti-biogram report for each organism isolated for each facility laboratory. This report shall be sent to the Billings Area Chief Medical Officer, Contracting Officer Representative and the Laboratory Supervisor at each facility. The report should contain specimen description, number of specimens collected, culture identification, date of specimen collection and antimicrobial sensitivity.

Solicitation No. 75H709-BAIHS23Q-007	Project Title Reference Laboratory Services	Page 10 of 31
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13. The Contractor shall provide surgical pathology for facilities requiring this service. The electronic and paper pathology reports are to include a gross and microscopic description of each specimen and a diagnosis. In the case of a diagnosis of a malignant tumor, the stage of the disease must be included whenever possible. Contractor will provide reports and/or slides upon request, for all patients being treated for malignant disease with in the Indian Health Service or by non-IHS health providers. Reports of surgical specimens are to be returned to the appropriate facility within seven (7) working days except for diagnosed malignant specimens which require the contractor to immediately telephone the requesting physician with the written report provided within five (5) days. A monthly report including the list of patients who have had surgical pathology services performed, with the date of specimen and a summary of results by the provider will be provided to the appropriate service unit laboratory manager. This report shall be individualized for each hospital and clinic.
14. The Contractor shall provide cervical/vaginal cytology services for the screening and detection of malignant cells and abnormal conditions consistent with current recommendations of the American Society for Colposcopy & Cervical Pathology.

All cytology collection supplies, requisitions and reporting forms shall be provided at no additional cost to the IHS facility. Cervical/vaginal screening methods should include Thin Prep PAP as well as traditional slide PAP smear.

Reflex testing of ASC-US results to high risk HPV-DNA testing shall be an option for each of the referring facilities.

Results of cytology studies shall be returned to the appropriate IHS facility within ten (10) working days from date of shipment from the IHS facility.

A monthly report including the list of patients who have had cytology services performed, with the date of specimen and by degree of dysplasia by the provider will be provided to the appropriate service unit laboratory supervisor. This report shall be individualized for each hospital and clinic.

The “Bethesda System 2014” (or current terminology as accepted by accrediting bodies) terminology shall be used for reporting cervical/vaginal cytological diagnoses. The quality of the cytology service shall be assured through direct supervision by a Pathologist certified in Anatomical Pathology. Each cytotechnologist shall meet the requirements as specified in the Clinical Laboratory Improvement Amendments of 1988.

Results of cytology studies shall be returned to the appropriate IHS facility within four (4) business days from the date of receipt at the Contractors laboratory.

The Contractor shall provide, upon written or verbal request, a copy of the original report(s) and the original slide(s) to the party designated by the attending physician.

The Contractor shall maintain a permanent cytology register, which will include patient name, IHS patient identification number and date of birth, facility location and results. A data retrieval system must be available. Thus allowing the cytology report for a specific patient seen at a given IHS facility on a specified date is available within one (1) day using the five (5) identification criteria listed above. The Contractor shall provide a monthly cytology report to the facilities Chief Medical Officer, Lab Supervisor and any other facility designated personnel.

The Contractor shall provide by the 10th of each month to each facility’s designated individual, a list of all patients who have had cytology services performed the previous month, with date of specimen, and results. This list will be grouped into diagnostic categories that are consistent with the Bethesda System 2001 terminology.

Solicitation No. 75H709-BAIHS23Q-007	Project Title Reference Laboratory Services	Page 11 of 31
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15. The Contracting laboratory is subject to on-site inspections by authorized representatives of the U.S. Government prior to contract award and during the contract period to review the Contractor's facility and services, to examine records for quality assurance practices, current licenses and accreditation and make any other analysis required to determine the adequacy of personnel, instrumentation, and the quality and accuracy of services provided to meet the terms of this contract.

16. The Billings Area Laboratories listed above will have the option to send communicable type disease testing to their respective State Labs. Communicable type disease tests that will continue to go to the State labs include but not limited to: GC/Chlamydia, Influenza, tick-borne diseases, TB, RSV, Pertussis, O&P, Herpes, PKU's, West Nile virus, Hanta virus, Stool cultures. In the event that a communicable disease specimen is sent to the Contractor Lab, the Contractor Lab will notify the State Surveillance Officers and the facilities laboratory personnel of all reportable diseases. The Contractor shall make arrangements for reporting formats with personnel at the state telephone numbers listed below. The Contractor will be responsible for obtaining the reportable disease conditions required for reporting by the states of Montana and Wyoming.

Reportable Diseases for State of Montana

Conditions Requiring Immediate Reporting (406) 444-0273

- Anthrax
- Botulism
- Measles (Rubeola)
- Plague
- Rabies
- Typhoid fever

Other Reportable Conditions
Montana Department of Public Health
Communicable Disease Program
(406) 444-0273

Wyoming Department of Health Reportable Diseases and Conditions
Immediate Notification number: 1-888-996-9104

Diseases/Conditions Requiring Immediate Notification:

- ANTHRAX (Bacillus anthracis)
- BOTULISM (Clostridium botulinum)
- DIPHTHERIA (Corynebacterium diptheriae)
- HEMORRHAGIC FEVER VIRUSES
- PLAGUE (Yersinia pestis)
- SEVERE ACUTE RESPIRATORY SYNDROME (SARS)
- SMALLPOX
- TULAREMIA (Francisella tularensis)
- TOXIN-ASSOCIATED ILLNESS
- UNUSUAL ILLNESS OF PUBLIC HEALTH IMPORTANCE

SECTION E – INSPECTION AND ACCEPTANCE

ASSESSMENT OF CONTRACTOR PERFORMANCE AND REVIEW RIGHTS:

- A. The Government shall periodically evaluate the Contractor’s performance by chart review; patient consultation review and review of unsuccessful medical cases and compliance with established hospital protocol.
- B. The Area Lab Consultant, or their professional representative, shall be entitled to review the Contractor’s facility(s) and all administrative and clinical records, which pertain to IHS beneficiaries, covered by this contract.

SECTION F – DELIVERIES OR PERFORMANCE

1. ORDERING PERIODS

Ordering Periods for this contract is intended to start March 1, 2023, through February 28, 2024 with four (4) 12-month option ordering periods.

If the Government exercises the options pursuant to Federal Acquisition Regulation (FAR) 52.217-9, Option to Extend the Term of the Contract (MAR 2000), the period of performance shall be extended in accordance with the following schedule:

<u>Year</u>	<u>Option Period</u>
Option Period 1	March 1, 2024, through February 28, 2025
Option Period 2	March 1, 2025, through February 28, 2026
Option Period 3	March 1, 2026, through February 28, 2027
Option Period 4	March 1, 2027, through February 28, 2028

2. DELIVERY REQUIREMENTS

When a delivery date occurs on a weekend or Government holiday, the deliverable will be due on the following Government business day.

GOVERNMENT HOLIDAYS:

New Year’s Day	January 1
Martin Luther King’s Birthday	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday November
Christmas Day	December 25

*Holidays with specific dates may fall on a weekend, but still be recognized by the Government on that Friday or Monday.

SECTION G – CONTRACT ADMINISTRATION DATA

1. POINTS OF CONTACT (POC)

Contract Specialist (CS) Kenny Nicholson Phone: 406-247-7071 Email: Kenneth.Nicholson@ihs.gov
Contracting Officer (CO) Kristen Smith, CCO Phone: 406-208-6583 Email: Kristen.Smith@ihs.gov
Contracting Officer’s Representative (COR) Casey Kills Pretty Enemy Phone: 406-247-7175 Email: Casey.Killsprettyenemy@ihs.gov
Contractor’s Point of Contact “Name” Phone: Email:

2. IDIQ ORDERING PROCEDURES

In accordance with FAR 52.216-18, Ordering, this contract type allows the Service Units to place orders with the Contractor on an as needed basis. Only warranted Contracting Officers have the authority to issue task orders. The contractor shall provide services only as authorized by approved task orders. Any services provided without an approved task order are unauthorized and the Contractor is proceeding at risk of non-payment.

3. INVOICES

Contractor shall submit invoices based on individual Task Orders issued and distributed for each Service Unit.

Solicitation No. 75H709-BAIHS23Q-007	Project Title Reference Laboratory Services	Page 14 of 31
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SECTION H – SPECIAL CONTRACT REQUIREMENTS

1. INVOICE SUBMISSION AND PAYMENT

Invoices shall be submitted through IPP, 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. The use of IPP shall take precedence over previously established invoicing procedures in accordance with HHSAR 352.232-71, Electronic Submission and Processing of Payment Requests”. The IPP website address is: <https://www.ipp.gov>. If you require assistance registering or require IPP account access, please contact the IPP Helpdesk at (866) 973-3131 (M-F 8AM to 6PM ET), or IPPCustomerSupport@fiscal.treasury.gov.

Please send a courtesy copy of the invoice by email to wanda.lahr@ihs.gov

Failure to include the required information may delay payment.

Payment shall be made by the Billings Area Financial Management Branch, P.O. Box 36600, Billings, Montana 59107. Payments are made in arrears.

2. PERSONAL CONTACTS:

Personal contacts include patients, patient’s families, IHS employees, and representatives of other federal organizations and non-federal organizations, and tribal representatives.

3. CONTRACTING OFFICER AUTHORITY:

Authority to negotiate changes in the terms, conditions or amounts cited in this contract is reserved for the Contracting Officer.

4. SUPERVISION & QUALITY CONTROL:

The primary agent/official responsible for monitoring this procurement in a project officer capacity and who will be verifying that all supplies and/or services have been received and delivered will be Dr. Ernest Gray, Physician, Blackfeet Service Unit.

Contractor time and attendance logs shall be utilized, kept on file, and verified by the COR. The Contracting Officer, or his/her designated representative is authorized to review by onsite survey, through review of records, or through any other reasonable manner the quality of care rendered under this contract. Adequate records shall be maintained to reflect the accuracy with respect to claims submission as well as for quality of care. The IHS Chart Review Tool shall be used in evaluation of records. The Contractor shall comply with and assist in all Quality Assurance activities necessary for the Government to maintain accreditation.

Solicitation No. 75H709-BAIHS23Q-007	Project Title Reference Laboratory Services	Page 15 of 31
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5. SPECIAL CONTRACTOR REQUIREMENTS:

Contractors cannot serve as expert witnesses in any suit against the Federal Government. Many of the IHS patients receiving services may only speak a native language and/or reside on a Native American Reservation, therefore, the Contractor must demonstrate sensitivity to cross-cultural and language differences.

The Privacy Act of 1974 mandates that the Contractor maintain complete confidentiality of all administrative, medical and personnel records, and all other pertinent information that comes to his/her attention or knowledge. The Privacy Act carries both civil and criminal penalties for unlawful disclosure of records. Violation of such confidentiality shall be cause for adverse action. The Contractor shall comply with IHS facility infection control and safety procedures, practices, and standards.

6. NON-PERSONAL HEALTHCARE SERVICE CONTRACT

This procurement is a non-personal Healthcare service contract, as defined in FAR 37.101, under which the Contractor is an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over the medical and professional aspects of services rendered (e.g., professional judgments, diagnosis for specific medical treatment). The Contractor shall indemnify the Government for any liability producing acts or omissions by the Contractor, its employees and agents occurring during contract performance. The Contractor shall maintain medical liability insurance, which is not less than the amount normally prevailing within the local community for the medical specialty concerned. The Contractor is required to ensure that its subcontracts for provisions of Healthcare services contain the requirements of the clause at 52.237-7, Indemnification and Medical Liability Insurance (Jan 1997).

PART II – CONTRACT CLAUSES

SECTION I – CONTRACT CLAUSES

FEDERAL ACQUISITION REGULATION (FAR) CLAUSES

52.252-2 Clauses Incorporated by Reference (Feb 1998)

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

(End of clause)

CLAUSES INCORPORATED BY REFERENCE		
CLAUSE	Title	Date
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	May 2011
52.204-9	Personal Identity Verification of Contractor Personnel	Jan 2011
52.204-13	System for Award Management Maintenance	Oct 2018
52.204-19	Incorporation by Reference of Representations and Certifications	Dec 2014
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	Nov 2015
52.212-4	Contract Terms and Conditions – Commercial Products and Commercial Services	Nov 2021
52.219-8	Utilization of Small Business Concerns	Oct 2018
52.219-28	Post-Award Small Business Program Rerepresentation	Nov 2020
52.223-5	Pollution Prevention and Right-to-Know Information	May 2011
52.223-6	Drug-Free Workplace	May 2001
52.224-1	Privacy Act Notification	Apr 1984
52.224-2	Privacy Act	Apr 1984
52.227-14	Rights in Data – General	May 2014
52.227-17	Rights in Data – Special Works	Dec 2007
52.229-3	Federal, State, and Local Taxes	Feb 2013
52.232-18	Availability of Funds	Apr 1984
52.237-3	Continuity of Services	Jan 1991
52.237-7	Indemnification and Medical Liability Insurance	Jan 1997
52.242-15	Stop Work Order	Aug 1989
52.242-17	Government Delay of Work	Apr 1984
52.243-1	Changes – Fixed Price Alternate I (Apr 1984)	Aug 1987
52.245-1	Government Property	Jan 2017
52.245-9	Use and Charges	Apr 2012
52.249-2	Termination for Convenience of the Government	Apr 2012

Solicitation No. 75H709-BAIHS23Q-007	Project Title Reference Laboratory Services	Page 17 of 31
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Clauses Incorporated by full text

52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Apr 2014)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

(End of clause)

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items. (DEC 2022)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (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)).
- (2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).
- (3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).
- (5) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
- (6) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

(1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (JUNE 2020), with *Alternate I* (NOV 2021) ([41 U.S.C. 4704](#) and [10 U.S.C. 4655](#)).

(2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (JUN 2020) ([41 U.S.C. 3509](#))).

(3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (NOV 2021) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

Solicitation No. 75H709-BAIHS23Q-007	Project Title Reference Laboratory Services	Page 18 of 31
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- (5) [Reserved].
- (6) [52.204-14](#), Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).
- (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).
- (8) [52.209-6](#), Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) ([31 U.S.C. 6101 note](#)).
- (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) ([41 U.S.C. 2313](#)).
- (10) [Reserved].
- (11) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) ([15 U.S.C. 657a](#)).
- (12) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- (13) [Reserved]
- (14) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (NOV 2020) ([15 U.S.C. 644](#)).
 (ii) Alternate I (MAR 2020) of [52.219-6](#).
- (15) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (NOV 2020) ([15 U.S.C. 644](#)).
 (ii) Alternate I (MAR 2020) of [52.219-7](#).
- (16) [52.219-8](#), Utilization of Small Business Concerns (OCT 2022) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- (17) (i) [52.219-9](#), Small Business Subcontracting Plan (OCT 2022) ([15 U.S.C. 637\(d\)\(4\)](#)).
 (ii) Alternate I (NOV 2016) of [52.219-9](#).
 (iii) Alternate II (NOV 2016) of [52.219-9](#).
 (iv) Alternate III (JUN 2020) of [52.219-9](#).
 (v) Alternate IV (SEP 2021) of [52.219-9](#).
- (18) (i) [52.219-13](#), Notice of Set-Aside of Orders (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
 (ii) Alternate I (MAR 2020) of [52.219-13](#).
- (19) [52.219-14](#), Limitations on Subcontracting (OCT 2022) ([15 U.S.C. 637s](#)).
- (20) [52.219-16](#), Liquidated Damages—Subcontracting Plan (SEP 2021) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) ([15 U.S.C. 657f](#)).
- (22) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (OCT 2022) ([15 U.S.C. 632\(a\)\(2\)](#)).
 (ii) Alternate I (MAR 2020) of [52.219-28](#).
- (23) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) ([15 U.S.C. 637\(m\)](#)).

Solicitation No. 75H709-BAIHS23Q-007	Project Title Reference Laboratory Services	Page 19 of 31
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- ___ (24) [52.219-30](#), Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) ([15 U.S.C. 637\(m\)](#)).
- ___ (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
- ___ (26) [52.219-33](#), Nonmanufacturer Rule (SEP 2021) ([15U.S.C. 637\(a\)\(17\)](#)).
- X (27) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).
- ___ (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (DEC 2022) (E.O.13126).
- X (29) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- X (30) (i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).
___ (ii) Alternate I (FEB 1999) of [52.222-26](#).
- X (31) (i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
___ (ii) Alternate I (JUL 2014) of [52.222-35](#).
- X (32) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).
___ (ii) Alternate I (JUL 2014) of [52.222-36](#).
- X (33) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- ___ (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- X (35) (i) [52.222-50](#), Combating Trafficking in Persons (NOV 2021) ([22 U.S.C. chapter 78](#) and E.O. 13627).
___ (ii) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- ___ (36) [52.222-54](#), Employment Eligibility Verification (MAY 2022). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- ___ (37) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
___ (ii) Alternate I (MAY 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693)
- ___ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693)
- ___ (40) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
___ (ii) Alternate I (OCT 2015) of [52.223-13](#).
- ___ (41) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
___ (ii) Alternate I (Jun 2014) of [52.223-14](#).

Solicitation No. 75H709-BAIHS23Q-007	Project Title Reference Laboratory Services	Page 20 of 31
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- __ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (MAY 2020) ([42 U.S.C. 8259b](#)).
- __ (43) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
(ii) Alternate I (JUN 2014) of [52.223-16](#).
- X (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).
- __ (45) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).
- __ (46) [52.223-21](#), Foams (Jun2016) (E.O. 13693).
- __ (47) (i) [52.224-3](#) Privacy Training (JAN 2017) (5 U.S.C. 552 a).
(ii) Alternate I (JAN 2017) of [52.224-3](#).
- X (48) (i) [52.225-1](#), Buy American-Supplies (OCT 2022) ([41 U.S.C. chapter 83](#)).
(ii) Alternate I (OCT 2022) of [52.225-1](#).
- __ (49) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (DEC 2022) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
(ii) Alternate I [Reserved]
(iii) Alternate II (DEC 2022) of [52.225-3](#).
(iv) Alternate III (JAN 2021) of [52.225-3](#).
(v) Alternate IV (OCT 2022) of [52.225-3](#).
- __ (50) [52.225-5](#), Trade Agreements (DEC 2022) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- X (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- __ (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. Subtitle A, Part V, Subpart G Note](#)).
- __ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov2007) ([42 U.S.C. 5150](#)).
- __ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ([42 U.S.C. 5150](#)).
- __ (55) [52.229-12](#), Tax on Certain Foreign Procurements (FEB 2021).
- __ (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (FEB 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).
- __ (57) [52.232-30](#), Installment Payments for Commercial Items (Jan 2017) ([41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).
- X (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT2018) ([31 U.S.C. 3332](#)).

Solicitation No. 75H709-BAIHS23Q-007	Project Title Reference Laboratory Services	Page 21 of 31
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___ (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

___ (60) [52.232-36](#), Payment by Third Party (MAY 2014) ([31 U.S.C. 3332](#)).

___ (61) [52.239-1](#), Privacy or Security Safeguards (AUG 1996) ([5 U.S.C. 552a](#)).

(62) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).

___ (63) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)).

___ (ii) Alternate I (APR 2003) of [52.247-64](#).

___ (iii) Alternate II (FEB 2006) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
[Contracting Officer check as appropriate.]

___ (1) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).

___ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (MAY 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ([29U.S.C.206](#) and [41 U.S.C. chapter 67](#)).

___ (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).

___ (7) [52.222-55](#), Minimum Wages Under Executive Order 13658 (JAN 2022).

___ (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

___ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR [2.101](#), on the date of award of this contract, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

- (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.

Solicitation No. 75H709-BAIHS23Q-007	Project Title Reference Laboratory Services	Page 22 of 31
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- (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 subpart [4.7](#), Contractor Records Retention, of the 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 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.
- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-
- (i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (NOV 2021) ([41 U.S.C. 3509](#)).
 - (ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (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)).
 - (iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).
 - (iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
 - (v) [52.219-8](#), Utilization of Small Business Concerns (OCT 2022) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
 - (vi) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
 - (vii) [52.222-26](#), Equal Opportunity (SEP 2015) (E.O.11246).
 - (viii) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
 - (ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).
 - (x) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
 - (xi) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
 - (xii) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).
 - (xiii) (A) [52.222-50](#), Combating Trafficking in Persons (NOV 2021) ([22 U.S.C. chapter 78](#) and E.O 13627).
(B) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

Solicitation No. 75H709-BAIHS23Q-007	Project Title Reference Laboratory Services	Page 23 of 31
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- (xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) ([41 U.S.C. chapter 67](#)).
- (xv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).
- (xvi) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (E.O. 12989).
- (xvii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (JAN 2022).
- (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).
(B) Alternate I (JAN 2017) of [52.224-3](#).
- (xx) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. Subtitle A, Part V, Subpart G Note](#)).
- (xxi) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
(End of clause)

52.216-19 ORDER LIMITATIONS (OCT 1995):

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than the minimum quantities for each CLIN, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor -
 - (1) Any order for a single item in excess of the total estimated value of the contract;
 - (2) Any order for a combination of items in excess of the total estimated value of the contract; or
 - (3) A series of orders from the same ordering office within the contract period of performance that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within seven (7) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

Solicitation No. 75H709-BAIHS23Q-007	Project Title Reference Laboratory Services	Page 24 of 31
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52.216-22 INDEFINITE QUANTITY (OCT 1995):

(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 effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after eighteen (18) months beyond expiration of the ordering/effective period.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 1 day of contract expiring.

(End of Clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000):

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed a five (5) years, but the final ordering period will be in effect through the end date of the last exercised period.

(End of Clause)

HHSAR CLAUSES

CLAUSES INCORPORATED BY REFERENCE		
CLAUSE	Title	Date
315.215-70	Late Proposals and Revisions	DEC 2015
352.222-70	Contractor Cooperation in Equal Employment Opportunity Investigations	DEC 2015
352.223-70	Safety and Health	DEC 2015
352.224-70	Privacy Act	DEC 2015
352.224-71	Confidential Information	DEC 2015
352.226-1	Indian Preference	DEC 2015
352.226-3	Native American Graves Protection and Repatriation Act	DEC 2015
352.232-71	Electronic Submission of Invoice Payment Requests	FEB 2022
352.237-70	Pro-Children Act	DEC 2015
352.237-71	Crime Control Act – Reporting of Child Abuse	DEC 2015
352.237-72	Crime Control Act – Requirement for Background Checks	DEC 2015
352.237-73	Indian Child Protection and Family Violence Act	DEC 2015
352.237-74	Non-Discrimination in Service Delivery	DEC 2015
352.239-74	Electronic and Information Technology Accessibility	DEC 2015

Clauses Incorporated by full text

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J – LIST OF ATTACHMENTS

Attachment Number	Title	Notes
<i>1</i>	<i>Price Schedule Tool</i>	

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

- Provision must be completed and returned with the quote.

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

- Provision must be completed in the vendor’s SAM.Gov profile.

FAR 52.212-3 Offeror Representations and Certifications-Commercial Items (Feb 2021)

- Provision must be completed in the vendor’s SAM.Gov profile.

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

1. FEDERAL ACQUISITION REGULATION (FAR) PROVISIONS

52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

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

(End of provision)

PROVISIONS INCORPORATED BY REFERENCE		
PROVISION	Title	Date
52.204-7	System for Award Management	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-17	Ownership or Control of Offeror	AUG 2020
52.204-22	Alternative Line Item Proposal	JAN 2017
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations-Representations	NOV 2015
52.215-5	Facsimile Proposals	OCT 1997
52.222-52	Exemption form Application of the Service Contract Labor Standards Contracts for Certain Services - Certification	MAY 2014

Solicitation No. 75H709-BAIHS23Q-007	Project Title Reference Laboratory Services	Page 28 of 31
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FAR 52.212-1 Instructions to Offerors – Commercial Items (Mar 2020)

1) Quote Format

Quoters should submit three (3) volumes, a technical, past performance and price volume, each clearly marked. At a minimum they should include the following information:

Technical Volume I

Written narrative addressing the technical factors of Management/Understanding the SOW and Key Personnel not to exceed 5 pages. The offeror should address the following in their response to Technical:

Management/Understanding of the SOW. Address the following elements:

- Understand the complexity and logistical requirements of the project
- Clearly show how the aspects of the SOW is to be accomplished. Particular attention should be directed toward how gaps in service will be handled
- Ability to responds to planned and urgent placement requests
- Ability to meet IHS clearance requirements

Key Personnel. Address the following:

- Must include a list of professional personnel and key employees that will be assigned to this project.
- Include Resumes, Licensures, Experience, etc. to the personnel assigned to this project.

Past Performance Volume II

Written narrative addressing the past performance factors of Relevance and Quality. Offeror must submit at least 2 **and no more than 5** past performance records. The offeror should address the following in their response to Past Performance:

Relevance/Quality. Include information on the past performance of the company as it relates to this requirement, in size and scope. Offeror must be able to demonstrate their record of successful performance in past contracts and/or jobs.

Price Volume III

A completed pricing schedule as identified in section B of this RFQ, with per unit pricing and a total quoted price. See attachment #3

2) Technical Questions

Technical questions pertaining to this opportunity are due by February 13, 2023 at 5pm (MST). Answers to the questions will be posted approximately on February 15, 2023. All questions should be submitted in writing to the Contracting Officer (CO) Kenny Nicholson at Kenneth.Nicholson@ihs.gov. The subject line must include the RFQ number.

3) Quote Due Date

All quotes in response to this opportunity are due no later than 5pm (MST) on February 22, 2022. Quotes will only be accepted via electronic mail and must be emailed to the CO at Kenneth.Nicholson@ihs.gov by the closing date/time.

(End of Provision)

4) Offer Acceptance

The offer must stipulate that it is predicated upon all the terms and conditions of this RFQ. In addition, it must contain a statement to the effect that it is firm for a period of at least 90 days from the date of receipt by the Government.

1. HHSAR PROVISIONS

PROVISIONS INCORPORATED BY REFERENCE		
PROVISION	Title	Date
352.215-70	Late Proposals and Revisions	DEC 2015
352.239-73	Electronic Information and Technology Accessibility Notice	DEC 2015

Solicitation No. 75H709-BAIHS23Q-007	Project Title Reference Laboratory Services	Page 30 of 31
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SECTION M – EVALUATION FACTORS FOR AWARD

52.212-2 -- Evaluation -- Commercial Items (Oct 2014)

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The offers must contain a technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. The following factors shall be used to evaluate offers:

(i). **TECHNICAL: Sub-Factors:**

Management. The offeror will be evaluated based upon their overall understanding of the complexities and logistical requirements as they relate to this requirement and upon their understanding of this project.

Key Personnel: The offeror will be evaluated based upon Resume, License, and Certifications (unexpired) of personnel directly involved in providing services under the contract. Personnel must show the ability to perform duties with the requirements of the SOW. The personnel must possess the necessary organization, experience, education, and technical skills to perform the work. IHS experience is favorable. Key Personnel must be available at the time of award.

(ii). **PAST PERFORMANCE – Sub-Factors:**

Relevance/Quality: The offeror will be evaluated based upon the relevance and quality of past contracts/jobs performed. NOTE: The Government reserves the right to contact any reference provided by the offeror in evaluating the offeror's past performance. Furthermore, the Government reserves the right to use any information that comes to the attention of the Government in evaluating the offeror.

Performance Confidence: The Government's assessment of the offeror's probability of meeting the requirements of the project based on the offeror's experience level to projects similar in size and scope to this requirement.

(iii). **PRICE:**

Price will be evaluated to determine whether it is reasonable and if the quotation reflects an understanding of the requirement. This factor will be evaluated as identified in FAR Part 15.305(a)(1). Analysis will include review of price reasonableness and balanced pricing. Offerors are cautioned that "materially unbalanced" prices and/or unreasonably high or low prices may cause your quotation to be deemed unacceptable and rejected.

Solicitation No. 75H709-BAIHS23Q-007	Project Title Reference Laboratory Services	Page 31 of 31
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All evaluation factors other than cost or price, when combined, are approximately equal to cost or price.

Best Value -Tradeoffs: The Government will use the Tradeoff source selection process to obtain the best value. This process permits tradeoffs among cost or price and non-cost factors and allows the Government to accept other than the lowest price proposal. The perceived benefits of higher priced proposals shall merit the additional cost, and rationale for tradeoffs will be documented. As non-price factors are evaluated closer to one another between quotes, price will become more significant. Furthermore, the Government reserves the right to award no order at all, depending on the quality of the quotes, the availability of funding and the continued existence of the requirement.

(End of Provision)