SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

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

1. REQUISITION NUMBER	PAGE	OF
	1	18

2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			75H70626R00022	07/31/2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/LOCAL TIME
	DAVID JONES1		08/21/2026 1200 CT

9. ISSUED BY	CODE	10. THIS ACQUISITION IS	11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS
Aberdeen Area Indian Health Servic Federal Building 115 Fourth Ave, SE Aberdeen SD 57401	159	☐ 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)	☒ SEE SCHEDULE	

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 561320

SIZE STANDARD: $34

13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)	13b. RATING	14. METHOD OF SOLICITATION
☐		☐ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☒ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO	CODE	16. ADMINISTERED BY	CODE
IHSFTYATES 10 Standing Rock Ave FT YATES ND 58538	IHSFTYATES	Aberdeen Area Indian Health Servic Federal Building 115 Fourth Ave, SE Aberdeen SD 57401	159

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
	COMBINED SYNOPSIS/SOLICITATION Request for Proposal (RFP) No. 75H70626R00022 Firm-Fixed-Price Non-Personal Healthcare Staffing Services for Temporary Pharmacist Support – Standing Rock Service Unit (SRSU) --- A. NOTICE TYPE *(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
	This is a combined synopsis/solicitation for commercial services prepared in accordance with the format prescribed in FAR Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation. Proposals are being requested, and a separate written solicitation will not be issued. This solicitation incorporates all provisions and clauses applicable to this acquisition as of the date of issuance. --- B. CONTRACT AWARD The Great Plains Area Indian Health Service (IHS) intends to award a Firm-Fixed-Price (FFP), Non-Personal Healthcare Services Contract for Temporary Pharmacist Support Services at the Standing Rock Service Unit (SRSU). This acquisition is being conducted in accordance with FAR Part 12, Acquisition of Commercial Products and Commercial Services. 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)
	The anticipated contract award will be made in response to Request for Proposal (RFP) No. 75H70626R00022. The Contractor shall provide all personnel, supervision, management, credentialing, licensing, administrative support, and other resources necessary to perform the required pharmacist support services in accordance with the Performance Work Statement (PWS). The Contractor shall perform as an independent contractor. Contractor personnel shall not be considered employees, agents, or representatives of the Indian Health Service or the Federal Government. --- # C. SOLICITATION PROVISIONS AND CLAUSES This solicitation and incorporated provisions and clauses are those in effect through: Federal Acquisition Circular (FAC) 2026-01, effective March 13, 2026. Applicable Federal Acquisition Regulation (FAR) and Health and Human Services Acquisition Regulation (HHSAR) provisions and clauses apply to this acquisition. --- D. SET-ASIDE INFORMATION This requirement is issued as an: Indian Small Business Economic Enterprise (ISBEE) Set-Aside NAICS Code: 561320 - Temporary Help Services Size Standard: $34.0 Million The Contractor shall meet all applicable ISBEE Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

eligibility requirements at the time of proposal submission and award.

E. CONTRACT TYPE AND PRICING REQUIREMENTS

The anticipated contract type is:
Firm-Fixed-Price (FFP), Non-Personal Healthcare Services Contract

The Contractor shall provide all resources necessary to satisfy the requirements identified in the Performance Work Statement.

The Contractor’s firm-fixed-price shall include all costs associated with contract performance, including but not limited to:

* Pharmacist compensation;
* Employee benefits;
* Payroll expenses;
* Credentialing and privileging costs;
* Required licenses and certifications;
* Recruitment and retention expenses;
* Administrative support;
* Quality assurance activities;
* Management and supervision;
* Insurance;
* Overhead;
* Profit; and
* Any other costs necessary to perform the contract requirements.

The Government will not provide separate reimbursement for costs incurred by the Contractor in performing this requirement unless specifically authorized by the Contracting Officer.

The Contractor shall be responsible for managing staffing resources necessary to meet the Government’s requirements.

F. PRICE SCHEDULE
Continued ...

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

Offerors shall provide a Firm-Fixed-Price (FFP) for each Month of Service (MOS) in accordance with the Performance Work Statement.

The Unit of Issue is: MOS – Month of Service

One (1) MOS represents one month of temporary pharmacist support services for the Standing Rock Service Unit. The Contractor shall provide sufficient qualified pharmacist personnel to meet Government requirements, which may include up to four (4) pharmacists concurrently. The Government does not guarantee utilization of the maximum number of pharmacists.

The Contractor’s proposed monthly price shall include all personnel, supervision, management, credentialing, licensing, administrative support, and other resources necessary to perform the required services.

CLIN	Description	Unit of Issue	Quantity	Unit Price	Extended Price
0001	Temporary Pharmacist Services – Up to 4 Pharmacists – Base Period	MOS	6	$_____	$_____
1001	Temporary Pharmacist Services – Up to 4 Pharmacists – Option Period One	MOS	6	$_____	$_____
2001	Temporary Pharmacist Services – Up to 4 Pharmacists – Option Period Two	MOS	6	$_____	$_____
3001	Temporary Pharmacist Services – Up to 4 Pharmacists – Option Period Three	MOS	6	$_____	$_____
4001	Temporary Pharmacist Services – Up to 4 Pharmacists – Option Period Four	MOS	6	$_____	$_____
5001	Temporary Pharmacist Services – Up to 4				

Continued ...

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

Pharmacists – Option Period Five | MOS
| 6 | $_____ | $_____ |
| 6001 | Temporary Pharmacist Services – Up to 4 Pharmacists – Option Period Six | MOS
| 6 | $_____ | $_____ |
| 7001 | Temporary Pharmacist Services – Up to 4 Pharmacists – Option Period Seven | MOS
| 6 | $_____ | $_____ |
| 8001 | Temporary Pharmacist Services – Up to 4 Pharmacists – Option Period Eight | MOS
| 6 | $_____ | $_____ |
| 9001 | Temporary Pharmacist Services – Up to 4 Pharmacists – Option Period Nine | MOS
| 6 | $_____ | $_____ |

Total Evaluated Price (Base Period + All Option Periods): $_____

Price Evaluation

The Government will evaluate proposed pricing based on the Total Evaluated Price for the entire potential period of performance.

The Total Evaluated Price will be calculated by multiplying the proposed firm-fixed monthly MOS price by the total number of MOS included in the base period and all option periods.

The Government will evaluate price fairness and reasonableness using one or more of the following techniques:

1. Comparison of proposed prices received from Offerors;
2. Comparison with the Government Independent Government Cost Estimate (IGCE);
3. Comparison with historical pricing information; and/or
4. Other appropriate price analysis techniques.

The Government will consider the relationship between price and the technical benefits offered in determining the proposal that represents the best value to the Government.

Continued ...

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

Prices that appear unrealistically low may be evaluated to determine whether the Offeror understands the requirements and possesses the capability to successfully perform the contract.

G. DESCRIPTION OF REQUIREMENT

The purpose of this requirement is to obtain Firm-Fixed-Price Non-Personal Healthcare Services for Temporary Pharmacist Support for the Standing Rock Service Unit (SRSU).

The Contractor shall provide qualified, licensed pharmacists to support pharmacy operations at the following locations:

Fort Yates IHS Hospital
10 Standing Rock Avenue
Fort Yates, North Dakota 58538

McLaughlin Health Center
701 East 6th Street
McLaughlin, South Dakota 57642

The Government anticipates requiring support for up to four (4) licensed pharmacists concurrently to meet operational pharmacy requirements at the Standing Rock Service Unit. The Contractor shall provide sufficient qualified pharmacist personnel necessary to satisfy the requirements identified in the Performance Work Statement (PWS).

The Contractor shall be responsible for providing personnel who meet all applicable requirements, including:

Current and unrestricted pharmacist licenses;
* Credentialing and privileging requirements;
* Applicable background investigation requirements;
* Required certifications and qualifications; and
* Any other requirements identified in the Performance Work Statement.

The Contractor shall provide appropriate staffing resources to maintain continuity of pharmacy
Continued ...

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	services and shall be responsible for recruitment, scheduling, supervision, and management of Contractor personnel. The Government is purchasing professional healthcare support services measured in Months of Service (MOS). The Government is not purchasing individual labor hours or individual personnel. The Contractor shall perform as an independent contractor and shall retain responsibility for the supervision, direction, and control of Contractor personnel. --- H. PLACE OF PERFORMANCE AND PERIOD OF PERFORMANCE Place of Performance Services shall be performed at: Fort Yates IHS Hospital 10 Standing Rock Avenue Fort Yates, North Dakota 58538 and McLaughlin Health Center 701 East 6th Street McLaughlin, South Dakota 57642 The Contractor may be required to provide services at other Standing Rock Service Unit locations as authorized by the Contracting Officer and identified in the Performance Work Statement. --- Period of Performance The anticipated period of performance is: Base Period: Six (6) months Option Periods: Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Nine (9) additional six-month option periods Maximum Contract Duration: Five (5) years The Government may exercise option periods in accordance with applicable FAR provisions, including FAR 52.217-9, Option to Extend the Term of the Contract. --- I. INSTRUCTIONS TO OFFERORS FAR 52.212-1 Instructions to Offerors—Commercial Products and Commercial Services (SEP 2023) Offerors shall submit a complete proposal addressing all requirements contained within this solicitation. Proposals shall be submitted on company letterhead, signed and dated by an authorized representative, and shall include the following: 1. Solicitation number: 75H70626R00022. 2. Offeror’s legal business name, address, telephone number, and email address of the point of contact. 3. Completed Price Schedule identifying the firm-fixed monthly MOS price for the base period and all option periods. 4. Technical Capability information addressing: * Ability to provide qualified licensed pharmacists; * Credentialing and privileging process; * Staffing approach; * Continuity of operations plan; * Ability to support up to four (4) pharmacists concurrently; and * Experience supporting similar healthcare environments. 5. Management Approach information addressing: Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

* Recruitment capability;
* Staffing resources;
* Quality assurance procedures;
* Contractor oversight;
* Communication procedures; and
* Contingency plans for staffing interruptions.

6. Past Performance information, including recent and relevant contracts for similar services, if available.

Past performance information should include:

* Contract number;
* Customer/agency name;
* Description of services performed;
* Period of performance;
* Point of contact information; and
* Any other relevant information.

7. Completed representations and certifications from SAM.gov.

8. Acknowledgment of solicitation amendments, if issued.

9. A statement specifying the extent of agreement with all solicitation terms, conditions, and requirements.

Failure to provide required information may result in the proposal being excluded from consideration.

BASIS FOR AWARD

FAR 52.212-2 Evaluation—Commercial Products and Commercial Services

The Government will evaluate proposals in accordance with FAR 52.212-2, Evaluation—Commercial Products and Commercial Services.

Continued ...

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	The Government intends to award a Firm-Fixed-Price, Non-Personal Healthcare Services Contract to the responsible Offeror whose proposal conforms to all solicitation requirements and is determined to provide the best value to the Government. The Government intends to evaluate proposals and make award without discussions. Therefore, Offerors should submit their best technical and price proposal initially. The Government reserves the right to conduct discussions if determined necessary by the Contracting Officer. --- Evaluation Factors: The following are the technical criteria that will be used to evaluate the proposals for this contract effort, along with their relative weight of importance. The individual members of the evaluation team will determine an overall rating based on completeness of information, qualifications, experience, and education. The Government will evaluate proposals using the following factors: 1. Technical Capability; 2. Past Performance; 3. Management Approach; and 4. Price. Technical Factor Rating Definitions ADJECTIVAL RATINGS Outstanding: Greatly exceeds all minimum requirements of the criteria; has a high probability of success; contains no weaknesses or deficiencies. Good: Exceeds all the minimum requirements of the criteria; has an above average probability of success; contains no significant weaknesses and only minor correctable weaknesses exist. Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Acceptable: Meets all the minimum requirements of the criteria; has an average probability of success; and has no significant weaknesses or deficiencies. Marginal: Fails to meet one or more of the minimum requirements of the criteria; low probability of success; major weaknesses and/or a significant number of deficiencies exist. Unacceptable: Fails to meet any of the minimum requirements of the criteria; proposal needs major revisions; very low probability of success. Technical Capability, Past Performance, and Management Approach are non-price factors. The Government will evaluate the overall merits, strengths, weaknesses, and risks associated with each proposal. The non-price factors, when combined, are significantly more important than price. However, price remains an important consideration, and the Government may select a higher-priced proposal when the evaluated technical advantages and reduced performance risk justify the additional cost. --- Factor 1 – Technical Capability The Government will evaluate the Offeror’s ability and approach to provide temporary pharmacist support services. The Offeror shall demonstrate: * Ability to provide licensed pharmacists; * Ability to meet credentialing and privileging requirements; * Ability to support hospital and outpatient pharmacy operations; * Ability to maintain continuity of pharmacy services; * Ability to provide up to four (4) pharmacists concurrently; and * Understanding of Indian Health Service or similar healthcare environments. Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

	Factor 2 – Past Performance				
	The Government will evaluate the Offeror’s recent and relevant past performance.				
	Relevant past performance includes:				
	* Pharmacist services; * Healthcare staffing services; * Clinical support services; and/or * Similar non-personal healthcare service requirements.				
	Recent past performance is defined as contracts performed within three (3) years from the solicitation closing date.				
	The Government may consider information obtained from:				
	* Contractor Performance Assessment Reporting System (CPARS); * Government databases; * References provided by the Offeror; and * Other available sources.				
	Offerors without recent and relevant past performance, or where information is unavailable, may receive a neutral evaluation.				

	Factor 3 – Management Approach				
	The Government will evaluate the Offeror’s ability to manage contract performance.				
	The Offeror shall address:				
	* Recruitment and retention capability; * Availability of qualified pharmacist resources; * Credentialing and licensing management; * Quality assurance procedures; * Management oversight; Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	* Communication processes; and * Contingency plans for staffing shortages or interruptions. --- Factor 4 – Price The Government will evaluate the Total Evaluated Price for the entire potential period of performance, including the base period and all option periods. Price analysis may include: * Comparison of proposed prices; * Comparison with the IGCE; * Comparison with historical pricing; and/or * Other appropriate price analysis techniques. The Government may select a higher-priced proposal if the Contracting Officer determines the additional technical capability, experience, or reduced performance risk provides the best overall value. --- J. CONTRACT TERMS AND CONDITIONS FAR 52.212-4, Contract Terms and Conditions—Commercial Products and Commercial Services (NOV 2023), applies to this acquisition. Additional FAR and HHSAR clauses applicable to this acquisition are incorporated by reference and/or full text. --- K. ADDITIONAL FAR/HHSAR REQUIREMENTS The Federal Acquisition Regulation (FAR), Health and Human Services Acquisition Regulation (HHSAR), and Indian Health Service-specific requirements applicable to this acquisition apply. Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	The Contractor shall comply with all applicable requirements identified in the solicitation, Performance Work Statement, and resulting contract. --- L. PROPOSAL SUBMISSION INFORMATION Submit proposals electronically to: Great Plains Area Indian Health Service Attn: David Jones, Contract Specialist Email: David.Jones@ihs.gov Questions Due: August 10, 2026 12:00 PM CDT Proposals Due: August 21, 2026 12:00 PM CDT Offerors must have: * A valid Unique Entity Identifier (UEI); * A Taxpayer Identification Number (TIN); and * An active registration in the System for Award Management (SAM.gov). --- Acceptance Period The Offeror agrees to hold proposed prices firm through: September 30, 2026 The proposal must provide complete, accurate, and current information required by this solicitation. Failure to submit required information may result in the proposal being determined ineligible for award. No contract award shall be made to any vendor listed on the HHS Office of Inspector General Exclusions List at the time of award. --- Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Invoice Processing Platform (IPP) The Indian Health Service utilizes the Department of Treasury's Invoice Processing Platform (IPP) for electronic submission and processing of payment requests. Invoices submitted under any resulting contract shall be submitted electronically through IPP in accordance with applicable HHSAR requirements. Contractors are encouraged to register for IPP prior to contract award if they have not already established an account. IPP assistance is available through the IPP Helpdesk. If the Contractor believes use of IPP would be unduly burdensome, the Contractor shall include an explanation with its proposal for consideration by the Contracting Officer.				
1	Temporary Pharmacist Support Services – Up to Four (4) Pharmacists – Base Period (6 months) Delivery: 02/28/2027 Period of Performance: 09/15/2026 to 02/28/2027	6	MO		
2	Temporary Pharmacist Support Services – Up to Four (4) Pharmacists – Option Period One (Option Line Item) 03/01/2028 Delivery: 08/31/2027 Period of Performance: 03/01/2028 to 08/31/2027	6	MO		
3	Temporary Pharmacist Support Services – Up to Four (4) Pharmacists – Option Period Two (Option Line Item) 09/01/2027 Delivery: 02/29/2028 Period of Performance: 09/01/2027 to 02/29/2028	6	MO		
4	Temporary Pharmacist Support Services – Up to Four (4) Pharmacists – Option Period Three Continued ...	6	MO		

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(Option Line Item) 03/01/2028 Delivery: 08/31/2028 Period of Performance: 03/01/2028 to 08/31/2028				
5	Temporary Pharmacist Support Services - Up to Four (4) Pharmacists - Option Period Four (Option Line Item) 09/01/2028 Delivery: 02/28/2029 Period of Performance: 09/01/2028 to 02/28/2029	6	MO		
6	Temporary Pharmacist Support Services - Up to Four (4) Pharmacists - Option Period Five (Option Line Item) 03/01/2029 Delivery: 08/31/2029 Period of Performance: 03/01/2029 to 08/31/2029	6	MO		
7	Temporary Pharmacist Support Services - Up to Four (4) Pharmacists - Option Period Six (Option Line Item) 09/01/2029 Delivery: 02/28/2030 Period of Performance: 09/01/2029 to 02/28/2030	6	MO		
8	Temporary Pharmacist Support Services - Up to Four (4) Pharmacists - Option Period Seven (Option Line Item) 03/01/2030 Delivery: 08/31/2030 Period of Performance: 03/01/2030 to 08/31/2030	6	MO		
9	Temporary Pharmacist Support Services - Up to Four (4) Pharmacists - Option Period Eight (Option Line Item) 09/01/2030 Delivery: 02/28/2031 Period of Performance: 09/01/2030 to 02/28/2031	6	MO		
10	Temporary Pharmacist Support Services - Up to Continued ...	6	MO		

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Four (4) Pharmacists - Option Period Nine (Option Line Item) 03/01/2031 Delivery: 08/31/2031 Period of Performance: 03/01/2031 to 08/31/2031				

DEPARTMENT OF HEALTH & HUMAN SERVICES

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

INDIAN HEALTH SERVICE
BUY INDIAN ACT
INDIAN ECONOMIC ENTERPRISE
REPRESENTATION FORM

SOLICITATION/SOURCES SOUGHT/RFI #: _____

PROJECT TITLE: _____

DATE: _____

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

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

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

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

REPRESENTATION

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

_____	_____
Name of Federally Recognized Tribal Entity	**Name of the 51% owner of IEE Firm**
_____	_____
Business Name	**Certifying Signature**
_____	_____
Unique Entity ID (UEI) Number	**Print Name**

PERFORMANCE WORK STATEMENT (PWS)

Pharmacy Services

Standing Rock Service Unit (SRSU)

Fort Yates Hospital (FYH) and McLaughlin IHS Clinic

1.0 BACKGROUND

1.1 General

The Indian Health Service (IHS), Standing Rock Service Unit (SRSU), requires contractor-provided pharmacist services to support the delivery of safe, effective, and timely pharmaceutical care to eligible IHS beneficiaries at Fort Yates Hospital (FYH), Fort Yates, North Dakota, and the McLaughlin IHS Clinic, McLaughlin, South Dakota.

The Contractor shall provide qualified pharmacist personnel capable of independently performing pharmacy-related clinical services in accordance with applicable Federal regulations, IHS policies, professional pharmacy standards, facility requirements, and the performance requirements identified within this Performance Work Statement (PWS).

The Contractor shall furnish all personnel, supervision, management, and incidental resources necessary to successfully accomplish the requirements described herein, except for those items specifically identified as Government-furnished.

Contractor personnel performing under this requirement shall provide services as non-personal services contractors and shall not be considered employees, agents, or representatives of the Federal Government.

The Contractor shall be responsible for all personnel management functions, including recruitment, employment, compensation, supervision, scheduling, and administrative support necessary to perform the requirements of this PWS.

1.2 Purpose

The purpose of this requirement is to obtain qualified pharmacist services to ensure continuity of pharmacy operations, medication management, clinical pharmacy support, and patient care services for SRSU healthcare facilities.

The Contractor shall ensure pharmacy services are delivered in a manner that supports:

- Patient safety;
- Appropriate medication management;
- Compliance with applicable pharmacy laws and regulations;
- Compliance with IHS healthcare policies and procedures;
- Accurate and timely clinical documentation;
- Effective coordination with Government healthcare personnel; and
- Continuous availability of pharmacy services based upon Government requirements.

The Contractor shall provide pharmacy services that meet or exceed applicable professional standards and Government performance requirements.

1.3 Period of Performance

The anticipated period of performance shall consist of one (1) six-month base period and nine (9) six-month option periods:

Period	Performance Dates
Base Period	September 15, 2026 – February 28, 2027
Option Period 1	March 1, 2027 – August 31, 2027
Option Period 2	September 1, 2027 – February 29, 2028
Option Period 3	March 1, 2028 – August 31, 2028
Option Period 4	September 1, 2028 – February 28, 2029
Option Period 5	March 1, 2029 – August 31, 2029
Option Period 6	September 1, 2029 – February 28, 2030
Option Period 7	March 1, 2030 – August 31, 2030
Option Period 8	September 1, 2030 – February 28, 2031
Option Period 9	March 1, 2031 – August 31, 2031

The Government may exercise option periods in accordance with the terms and conditions of the resulting contract.

The Government does not guarantee a minimum quantity of services beyond any minimum contractual obligation identified in the resulting contract.

The Contractor shall provide services based upon Government requirements, mission needs, operational priorities, and available funding.

1.4 Place of Performance

The Contractor shall provide pharmacy services at the following Government healthcare facilities:

Fort Yates Hospital (FYH)
10 Standing Rock Avenue
Fort Yates, ND 58538

McLaughlin IHS Clinic
701 East 6th Street
McLaughlin, SD 57642

The Government reserves the right to adjust service locations based upon operational requirements, mission needs, and patient care demands.

2.0 APPLICABLE DOCUMENTS, POLICIES, AND REFERENCES

The Contractor shall perform all services in accordance with applicable Federal laws, regulations, policies, professional standards, and IHS requirements, including but not limited to the following:

2.1 Indian Health Service Policies

The Contractor shall comply with applicable provisions of:

- Indian Health Service Manual (IHM);
- IHS pharmacy policies and procedures;
- Facility-specific policies and procedures;

- Credentialing and privileging requirements;
- Health Information Management requirements; and
- Patient safety requirements.

The IHS Manual is available at:

https://www.ihs.gov/IHM/

2.2 Healthcare Privacy and Security Requirements

The Contractor shall comply with all applicable requirements related to patient privacy, confidentiality, and information security, including but not limited to:

- Privacy Act of 1974, as amended;
- Health Insurance Portability and Accountability Act (HIPAA);
- Applicable Department of Health and Human Services (HHS) privacy requirements;
- IHS Privacy and Information Security policies; and
- Applicable electronic health record security requirements.

2.3 Professional Standards

Pharmacy services shall meet or exceed applicable professional standards established by:

- Applicable State Board of Pharmacy requirements;
- The Joint Commission (TJC) standards, where applicable;
- Recognized national pharmacy practice standards;
- Applicable Centers for Medicare and Medicaid Services (CMS) requirements; and
- Requirements identified within this PWS.

2.4 Definitions and Acronyms

For purposes of this PWS, the following definitions apply:

Contracting Officer (CO):
The individual authorized to enter into, administer, modify, and terminate contracts on behalf of the Government.

Contract Specialist (CS):
The individual responsible for assisting with contract administration activities under the authority of the Contracting Officer.

Contracting Officer's Representative (COR):
A Government employee appointed by the CO to monitor contractor performance and verify compliance with contract requirements. The COR has no authority to modify contract terms, conditions, price, quantity, or scope.

Contractor:
The firm responsible for providing qualified pharmacist personnel and required resources necessary to accomplish the requirements of this PWS.

Contractor-Provided Pharmacist Personnel:
Licensed pharmacist personnel assigned by the Contractor to perform services under the resulting contract.

Electronic Health Record (EHR):
The computerized system utilized by IHS for documenting, maintaining, and managing patient healthcare information.

National Provider Identifier (NPI):
A unique identifier assigned to healthcare providers for healthcare transactions.

Ongoing Professional Practice Evaluation (OPPE):
A process used to evaluate continuing professional performance and competency.

Focused Professional Practice Evaluation (FPPE):
A process used to evaluate specific professional performance areas when additional monitoring is required.

Performance Work Statement (PWS):
The document that defines the performance requirements and standards applicable to contractor services.

Quality Assurance Surveillance Plan (QASP):
The Government plan used to monitor contractor performance.

Period of Performance (POP):
The period during which contractor services are required and authorized.

3.0 PERFORMANCE REQUIREMENTS

3.1 General Performance Requirement

The Contractor shall provide qualified pharmacist personnel capable of performing pharmacy services necessary to support SRSU healthcare operations.

The Contractor shall ensure assigned pharmacist personnel:

- Maintain required professional qualifications;
- Provide safe and effective pharmaceutical care;
- Perform within approved scope of practice and clinical privileges;
- Maintain required certifications and training;
- Comply with applicable IHS policies and procedures;
- Maintain accurate clinical documentation; and
- Support continuity of pharmacy services.

The Contractor shall provide all management, supervision, and administrative support necessary to ensure successful performance.

3.2 Pharmacy Services Performance Requirements

The Contractor shall provide pharmacist services necessary to support the pharmaceutical care needs of SRSU facilities.

Performance shall include, but not be limited to:

3.2.1 Medication Management

Contractor-provided pharmacist personnel shall:

- Review, process, and manage medication-related activities in accordance with applicable pharmacy procedures;
- Support safe medication dispensing practices;
- Identify and address medication-related concerns;

- Promote appropriate medication use;
- Support medication safety initiatives; and
- Follow all established IHS pharmacy policies and procedures.

3.2.2 Clinical Pharmacy Support

Contractor-provided pharmacist personnel shall provide clinical pharmacy support consistent with assigned privileges and applicable standards of care.

Services may include:

- Medication reconciliation;
- Patient counseling;
- Medication therapy monitoring;
- Drug information support;
- Clinical consultation with healthcare providers; and
- Participation in quality improvement activities.

3.2.3 Continuity of Pharmacy Services

The Contractor shall maintain sufficient staffing capability to meet Government-directed pharmacy requirements.

The Contractor shall:

- Provide qualified pharmacist personnel necessary to support uninterrupted pharmacy operations;
- Provide qualified replacement personnel when assigned personnel are unavailable;
- Maintain contingency capability to prevent interruption of pharmacy services;
- Provide personnel capable of meeting Government-established coverage requirements; and
- Coordinate staffing requirements with the COR and designated Government representatives.

3.2.4 Staffing Requirements

The Government anticipates a requirement for pharmacist support equivalent to approximately two (2.0) full-time equivalent (FTE) positions to support pharmacy operations at SRSU facilities.

This estimate is provided for planning purposes only and does not represent:

- A guaranteed quantity of services;
- A minimum staffing obligation;
- A guaranteed workload; or
- A basis for payment.

Actual staffing requirements may vary based upon:

- Patient care requirements;
- Facility operational needs;
- Pharmacy workload;
- Availability of Government personnel;
- Budget limitations; and
- Mission requirements.

The Contractor shall provide sufficient qualified pharmacist personnel to meet Government-directed pharmacy service requirements.

3.2.5 Pharmacy Coverage Requirements

The Contractor shall provide pharmacist coverage necessary to support Government pharmacy operations.

Expected pharmacy operations include:

Fort Yates Hospital Pharmacy

- Continuous pharmacy operations, including after-hours pharmacy support requirements as directed by the Government.

McLaughlin IHS Clinic Pharmacy

- Routine pharmacy operations generally occurring during normal Government business hours.

The Contractor shall coordinate pharmacist availability and coverage requirements with the COR to ensure continuity of pharmacy services.

The Government may adjust coverage requirements based upon:

- Patient care demands;
- Facility operations;
- Staffing availability; and
- Mission requirements.

4.0 PERSONNEL QUALIFICATIONS AND CONTRACTOR PERFORMANCE REQUIREMENTS

4.1 Contractor Personnel Requirements

The Contractor shall provide pharmacist personnel who possess the qualifications, experience, licenses, certifications, and competencies necessary to successfully perform pharmacy services required under this PWS.

The Contractor shall ensure all assigned personnel:

- Are professionally qualified and properly credentialed;
- Maintain current and unrestricted professional licenses;
- Maintain required certifications and training;
- Perform only within their authorized scope of practice and privileges;
- Maintain competency necessary to provide safe patient care; and
- Comply with all applicable Federal, State, local, and IHS requirements.

The Contractor shall be responsible for all personnel-related matters, including recruitment, compensation, benefits, employment taxes, supervision, scheduling, and personnel management.

Contractor personnel shall not be considered Government employees for any purpose.

4.2 Required Pharmacist Qualifications

4.2.1 Professional License

The Contractor shall provide pharmacist personnel who possess a current, full, and unrestricted license to practice pharmacy issued by a State, Territory, Commonwealth of the United States, or the District of Columbia.

The Contractor shall ensure assigned pharmacist personnel do not have:

- A restricted license;
- Suspended license;
- Revoked license;
- Voluntarily surrendered license pending disciplinary action; or
- Denied license application due to professional misconduct.

The Contractor shall provide verification of licensure upon request by the Contracting Officer (CO) or Contracting Officer's Representative (COR).

4.2.2 Certifications

The Contractor shall ensure pharmacist personnel maintain required certifications throughout contract performance.

At a minimum, assigned pharmacist personnel shall maintain:

- Current Basic Life Support (BLS) certification;
- Required continuing education requirements;
- Facility-required pharmacy certifications; and
- Other certifications required by applicable IHS policies.

Documentation of certifications shall be provided to the Government upon request and during credentialing activities.

4.2.3 Technical Competency

The Contractor shall ensure pharmacist personnel possess the knowledge, skills, and abilities necessary to perform required pharmacy services.

Personnel shall demonstrate proficiency in:

- Pharmacy operations;
- Medication management;
- Electronic Health Record (EHR) documentation;
- Patient safety practices;
- Clinical pharmacy processes;
- Applicable IHS pharmacy procedures; and
- Professional communication.

The Contractor shall provide documentation supporting competency, education, training, and professional experience when requested by the CO or COR.

4.3 Required Training

The Contractor shall ensure assigned pharmacist personnel complete all required Government training prior to performing services requiring such training.

Required training may include:

- Basic Life Support (BLS);
- Electronic Health Record (EHR) training;
- IHS Privacy and Information Security Awareness;
- Rules of Behavior;
- HIPAA Privacy training;
- Prevention of Workplace Harassment/No Fear training; and
- Other mandatory training identified by IHS.

The Contractor shall provide evidence of completed training upon request.

4.4 Health Screening and Occupational Requirements

The Contractor shall ensure pharmacist personnel meet applicable occupational health requirements prior to providing services.

The Contractor shall provide documentation demonstrating compliance with required screenings, which may include:

4.4.1 Tuberculosis Screening

The Contractor shall provide evidence of current tuberculosis screening.

For personnel with positive screening results, documentation demonstrating appropriate medical evaluation and clearance shall be provided.

4.4.2 Immunization Requirements

The Contractor shall ensure personnel meet applicable healthcare worker immunization requirements, including:

- Measles, Mumps, Rubella (MMR) immunity documentation; and
- COVID-19 vaccination documentation or approved exemption, when applicable.

4.4.3 Bloodborne Pathogen Compliance

The Contractor shall comply with Occupational Safety and Health Administration (OSHA) requirements related to occupational exposure to bloodborne pathogens.

The Contractor shall:

- Maintain exposure control procedures;
- Provide required training;
- Maintain required records;
- Provide appropriate post-exposure evaluation; and
- Ensure personnel comply with applicable infection prevention practices.

4.5 National Provider Identifier (NPI)

The Contractor shall ensure pharmacist personnel possess appropriate National Provider Identifier (NPI) information when required for healthcare transactions.

The Contractor shall provide applicable NPI documentation and associated taxonomy information to the Government upon request.

4.6 Conflict of Interest

The Contractor shall identify and disclose any actual, potential, or perceived conflicts of interest related to performance under this contract.

The Contractor shall provide:

- Written disclosure identifying relevant conflicts;
- Mitigation plan addressing identified conflicts; and
- Updated disclosures throughout contract performance when circumstances change.

4.7 Citizenship and Employment Eligibility Requirements

The Contractor shall comply with all applicable Federal requirements concerning employment eligibility and immigration requirements.

The Contractor shall:

- Ensure personnel are legally authorized to perform contracted services;
- Comply with applicable E-Verify requirements;
- Prevent unauthorized individuals from performing services under this contract; and
- Obtain similar certifications from subcontractors, when applicable.

4.8 Office of Inspector General (OIG) Exclusion Screening

The Contractor shall ensure all personnel performing services under this contract are screened against applicable Federal exclusion databases.

The Contractor shall:

- Review the HHS Office of Inspector General (OIG) List of Excluded Individuals/Entities;
- Ensure excluded individuals do not perform services under this contract; and

- Provide certification of compliance upon request.

4.9 Key Personnel and Staffing Continuity

The Contractor shall maintain sufficient qualified pharmacist personnel to support uninterrupted pharmacy operations.

The Contractor shall:

- Maintain adequate staffing capability;
- Provide qualified replacement personnel when required;
- Maintain credentialed personnel available for assignment; and
- Support Government requests for pharmacist coverage.

The Government estimates the requirement may require staffing equivalent to approximately two (2.0) FTE positions; however, this estimate is provided for planning purposes only and does not establish a guaranteed workload, minimum staffing requirement, or payment obligation.

4.10 Personnel Substitution

The Contractor shall minimize substitutions of assigned pharmacist personnel to promote continuity of care.

During the first ninety (90) calendar days of performance, substitutions shall only occur due to circumstances including:

- Illness;
- Death;
- Employment termination; or
- Other circumstances approved by the Government.

The Contractor shall notify the CO of personnel changes and provide replacement personnel information prior to substitution.

The Government reserves the right to reject contractor personnel whose conduct, performance, qualifications, or actions negatively impact patient care or facility operations.

4.11 Contingency Staffing Plan

The Contractor shall maintain a contingency plan to ensure continuity of pharmacy services.

The contingency plan shall identify:

- Replacement staffing procedures;
- Available qualified pharmacist personnel;
- Notification procedures; and
- Estimated response times.

The Contractor shall maintain the capability to provide replacement pharmacist coverage within one week when required.

5.0 CLINICAL PERFORMANCE REQUIREMENTS

5.1 Provision of Pharmacy Services

The Contractor shall provide pharmacy services that meet or exceed applicable professional standards and Government requirements.

Contractor personnel shall provide services consistent with:

- Approved clinical privileges;
- Scope of practice;
- IHS policies;
- Facility procedures;
- Applicable pharmacy regulations; and
- Recognized standards of care.

5.2 Direct Patient Care Requirements

The Contractor shall ensure pharmacist personnel provide clinical pharmacy services consistent with Government requirements and applicable professional standards.

Activities may include:

- Medication management;
- Patient counseling;
- Clinical consultations;
- Medication therapy monitoring;
- Medication reconciliation; and
- Other pharmacy-related patient care activities.

The Contractor shall ensure services are appropriately balanced with administrative and quality activities necessary to support pharmacy operations.

5.3 Administrative and Quality Activities

Contractor personnel shall participate in administrative activities necessary to support effective pharmacy operations.

Activities may include:

- Quality improvement meetings;
- Pharmacy staff meetings;
- Patient safety activities;
- Performance improvement initiatives;
- Required documentation;
- Committee participation; and
- Other pharmacy-related activities directed by authorized Government personnel.

5.4 Electronic Health Record Documentation

The Contractor shall ensure pharmacist personnel accurately document patient care activities in the applicable IHS electronic health record system.

Documentation shall:

- Be complete and timely;

- Support patient care decisions;
- Meet applicable IHS documentation requirements;
- Support applicable billing requirements, when applicable; and
- Comply with privacy and security requirements.

5.5 Patient Safety Requirements

The Contractor shall comply with all applicable patient safety requirements.

Contractor personnel shall:

- Identify medication-related safety concerns;
- Report adverse events;
- Report medication errors;
- Participate in corrective actions when appropriate; and
- Notify the COR of reportable incidents within twenty-four (24) hours or as soon as practicable.

6.0 QUALITY ASSURANCE AND PERFORMANCE MANAGEMENT

6.1 Quality Assurance Surveillance

The Government will monitor contractor performance through the Quality Assurance Surveillance Plan (QASP).

The Government's surveillance methods may include:

- Review of documentation;
- Review of credentialing records;
- Performance evaluations;
- Quality improvement data;
- OPPE/FPPE reviews;
- Direct observation;
- Patient safety reporting;

- Service completion documentation; and
- Other appropriate surveillance methods.

Government surveillance does not relieve the Contractor of responsibility for meeting all contract requirements.

6.2 Performance Standards

The Contractor shall meet established performance requirements identified within this PWS.

Performance areas include:

- Provider qualifications;
- Clinical competency;
- Patient access;
- Documentation accuracy;
- Patient safety;
- Mandatory training completion;
- Privacy and confidentiality compliance; and
- Professional conduct.

Failure to meet performance requirements may result in corrective action, increased surveillance, adverse past performance reporting, reduction of services, or other remedies available under the contract.

6.3 Provider Performance Evaluation

Contractor pharmacist personnel shall participate in Government performance evaluation processes.

Evaluation areas may include:

- Patient care performance;
- Pharmaceutical knowledge;

- Practice improvement;
- Communication skills;
- Professionalism; and
- System-based practice.

The Government may conduct:

- Focused Professional Practice Evaluation (FPPE); and
- Ongoing Professional Practice Evaluation (OPPE).

6.4 Credentialing and Privileging Compliance

The Contractor shall ensure all pharmacist personnel maintain current credentialing documentation.

The Contractor shall provide documentation related to:

- Licensure;
- Certifications;
- Education;
- Training;
- Professional experience;
- Competency verification; and
- Other credentialing requirements.

6.5 Contractor Performance Reporting

The Government will evaluate contractor performance in accordance with applicable Federal acquisition requirements.

For contracts requiring evaluation, performance information may be documented through the Contractor Performance Assessment Reporting System (CPARS).

The Contractor shall have the opportunity to review and provide comments on performance evaluations in accordance with applicable procedures.

7.0 GOVERNMENT RESPONSIBILITIES

7.1 Contract Administration

The Government shall administer the contract in accordance with applicable Federal Acquisition Regulations (FAR), Health and Human Services (HHS) acquisition regulations, Indian Health Service (IHS) policies, and agency procedures.

The Contracting Officer (CO) is the only Government official authorized to:

- Enter into, modify, or terminate the contract;
- Make changes affecting contract terms and conditions;
- Approve changes to scope, price, quantity, or period of performance; and
- Provide contractual direction to the Contractor.

The Contractor shall direct all contractual matters requiring official action to the CO.

7.2 Contract Specialist Responsibilities

The Contract Specialist (CS), acting under the authority of the CO, shall assist with contract administration activities, which may include:

- Processing contract actions;
- Coordinating contract documentation;
- Assisting with communication between Government and Contractor representatives;
- Supporting contract file documentation;
- Assisting with invoice and performance documentation review; and
- Maintaining acquisition records.

The CS does not have authority to modify contract terms unless specifically authorized by the CO.

7.3 Contracting Officer's Representative (COR) Responsibilities

The COR shall serve as the Government's primary representative for monitoring contractor performance.

The COR shall:

- Monitor contractor compliance with this PWS;
- Review performance documentation;
- Verify satisfactory completion of required services;
- Maintain performance records;
- Review contractor invoices and supporting documentation;
- Identify performance deficiencies;
- Notify the CO of contractor non-performance; and
- Provide performance information necessary for contract administration.

The COR shall not:

- Direct Contractor personnel as Government employees;
- Make changes to contract requirements;
- Authorize additional work;
- Change contract price, schedule, or scope; or
- Provide unauthorized commitments.

7.4 Government-Furnished Resources

The Government may provide access to facilities, equipment, systems, and information necessary for contractor personnel to perform required services.

Government-furnished resources may include:

- Clinical workspace;
- Access to applicable IHS systems;
- Electronic Health Record access;
- Facility policies and procedures;
- Patient care information necessary to perform authorized duties; and
- Other resources identified by the Government.

The Contractor shall safeguard all Government-furnished resources and use them only for authorized contract performance.

7.5 Government Quality Monitoring

The Government shall evaluate contractor performance using surveillance methods identified within the Quality Assurance Surveillance Plan (QASP).

Government monitoring may include:

- Review of contractor documentation;
- Review of patient care records;
- Review of credentialing documentation;
- Observation of service delivery;
- Review of complaints;
- Review of performance metrics; and
- Other reasonable surveillance activities.

Government surveillance does not relieve the Contractor of responsibility for meeting all contract requirements.

8.0 CONTRACTOR DELIVERABLES AND REPORTING REQUIREMENTS

8.1 General Reporting Requirements

The Contractor shall provide accurate, complete, and timely documentation required by this PWS and the resulting contract.

The Contractor shall ensure all reports and deliverables:

- Are submitted in the required format;
- Contain accurate information;
- Are submitted within required timelines; and
- Support Government contract administration and performance monitoring.

8.2 Required Deliverables

Deliverable	Frequency	Submitted To
Quality Control Plan identifying procedures for meeting contract requirements and performance standards	With proposal and updates as required	Contracting Officer
Current pharmacist licenses and certifications	Proposal submission, renewal, option periods, and upon personnel changes	Contracting Officer
Credentialing documentation and supporting verification documents	Upon request and during credentialing activities	Credentialing Coordinator/Contracting Officer
OIG exclusion verification certification	Proposal submission and upon addition of personnel	Contracting Officer
Professional liability insurance documentation	Proposal submission and upon renewal	Contracting Officer
Training completion documentation	Prior to system access and annually or as required	Contracting Officer
BLS certification documentation	Upon award and renewal	Credentialing Coordinator
Monthly service completion report identifying services provided and staffing coverage	Monthly or as required	COR
Incident and patient safety reports	Within required reporting timelines	COR

8.3 Personnel Documentation

The Contractor shall provide documentation demonstrating personnel qualifications prior to assignment and upon request.

Documentation may include:

- Professional licenses;
- Certifications;
- Training records;
- Credentialing information;
- Competency verification;
- National Provider Identifier (NPI) documentation; and
- Other required professional records.

8.4 Quality Control Plan

The Contractor shall maintain a Quality Control Plan describing the methods used to ensure compliance with contract requirements.

The Quality Control Plan shall address:

- Personnel qualifications;
- Staffing continuity;
- Documentation processes;
- Patient safety processes;
- Compliance monitoring;
- Corrective action procedures; and
- Internal quality assurance activities.

The Contractor shall update the Quality Control Plan when significant changes occur affecting contract performance.

9.0 INVOICE AND PAYMENT REQUIREMENTS

9.1 Invoice Submission Requirements

The Contractor shall submit invoices in accordance with contract requirements and applicable Federal payment procedures.

Invoices shall be submitted no later than the twentieth (20th) workday of the month following the period of services provided.

A proper invoice shall include:

- Contractor name and address;
- Invoice date;
- Invoice number;
- Contract number;
- Applicable order number, if applicable;
- Period of services covered;
- Description of services provided; and
- Total fixed-price amount billed.

The Contractor shall not invoice based upon individual personnel hours, hourly labor rates, or time worked.

9.2 Supporting Documentation Requirements

The Contractor shall provide supporting documentation sufficient for the Government to verify satisfactory completion of required services.

Supporting documentation may include:

- Monthly service completion reports;
- Identification of assigned pharmacist personnel;
- Credentialing documentation;
- Training verification;
- Performance documentation;
- Incident reports, when applicable; and
- Other documentation reasonably requested by the COR.

Verification of services shall be based upon satisfactory performance of contract requirements and not solely upon hours worked.

9.3 Payment Adjustments

The Contractor shall be compensated in accordance with the firm-fixed-price terms of the resulting contract.

The Government may reduce or withhold payment, when authorized by contract terms, for:

- Failure to provide required pharmacy services;
- Failure to meet established performance requirements;
- Failure to provide qualified pharmacist personnel;
- Failure to provide required documentation;
- Unacceptable performance; or
- Other contract deficiencies affecting entitlement to payment.

Any payment adjustment shall be determined by the Contracting Officer in accordance with applicable contract terms and Federal regulations.

9.4 Performance-Based Remedies

If the Contractor fails to meet applicable performance requirements identified within this PWS and the QASP, the Government may implement appropriate contractual remedies.

Potential remedies may include:

- Contractor corrective action plans;
- Increased surveillance;
- Performance improvement requirements;
- Adverse past performance documentation;
- Reduction of payment where authorized;
- Replacement of unacceptable personnel; or
- Other remedies available under the contract.

The COR shall document deficiencies and provide information to the CO for final determination.

10.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS)

The Government will evaluate contractor performance using the following performance requirements:

Performance Objective	Performance Standard	Acceptable Quality Level	Surveillance Method
Qualified pharmacist personnel provided	Assigned personnel maintain required licenses, certifications, and credentials	100% compliance	Credential review and verification
Clinical services meet professional standards	Pharmacist personnel perform within approved scope and privileges	100% compliance	OPPE/FPPE review, record review
Patient access and staffing continuity	Required pharmacy services provided without unacceptable interruption	Minimum 90% compliance	Operational review, service reports, COR monitoring
Patient safety reporting	Incidents reported within required timeframe	90% compliance or higher	Review of incident reports
Documentation compliance	Patient records completed accurately and timely	90% compliance or higher	Medical record review
Mandatory training completion	Required training completed timely	90% compliance or higher	Training record review
Privacy and confidentiality compliance	Personnel comply with HIPAA, Privacy Act, and IHS security requirements	100% compliance	Security and privacy monitoring

Performance Objective	Performance Standard	Acceptable Quality Level	Surveillance Method
License/certification maintenance	Current documentation maintained	100% compliance	Credentialing review

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10.1 Quality Assurance Surveillance Plan (QASP) Alignment

The Government will develop and maintain a Quality Assurance Surveillance Plan (QASP) to monitor contractor performance.

The QASP shall identify:

- Performance objectives;
- Performance standards;
- Acceptable quality levels;
- Surveillance methods;
- Surveillance frequency;
- Government monitoring responsibilities; and
- Corrective action procedures.

The QASP is intended to provide reasonable assurance that the Contractor delivers required pharmacy services in accordance with contract requirements.

The Contractor remains responsible for quality control, compliance with contract requirements, and successful completion of all required pharmacy services.

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.

PROVISIONS AND CLAUSES INCORPORATED BY REFERENCE

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): https://www.acquisition.gov/browse/index/far

(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): https://www.acquisition.gov/browse/index/far

(End of clause)

I. Federal Acquisition Regulations (FAR)(48 CFR Chapter 1) Provisions and Clauses Incorporated by Reference.

FAR CITATION	PROVISION/CLAUSE TITLE	PROVISION / CLAUSE DATE
52.202-1	Definitions.	Jun-20
52.203-3	Gratuities.	Apr-84
52.203-5	Covenant Against Contingent Fees.	May-14
52.203-6	Restrictions on Subcontractor Sales to the Government.	Jun-20
52.203-7	Anti-Kickback Procedures.	Jun-20
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	Jun-20
52.203-17	Contractor Employee Whistleblower Rights.	Nov-23
52.204-7	System for Award Management.	Nov-24
52.204-9	Personal Identity Verification of Contractor Personnel.	Jan-11

52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards.	Jun-20
52.204-13	System for Award Management Maintenance.	Oct-18
52.204-14	Service Contract Reporting Requirements.	Oct-16
52.204-19	Incorporation by Reference of Representations and Certifications.	Dec-14
52.209-5	Certification Regarding Responsibility Matters.	Aug-20
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations.	Nov-15
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.	Feb-16
52.212-1	Instructions to Offerors - Commercial Products and Commercial Services.	Sep-23
52.212-4	Contract Terms and Conditions - Commercial Products and Commercial Services.	Nov-23
52.216-24	Limitation of Government Liability.	Apr-84
52.216-25	Contract Definitions.	Oct-10
52.217-5	Evaluation of Options.	Jul-90
52.217-9	Option to Extend the Term of the Contract.	Mar-00
52.219-33	Nonmanufacturer Rule.	Sep-21
52.224-1	Privacy Act Notification.	Apr-84
52.224-2	Privacy Act.	Apr-84
52.232-1	Payments.	Apr-84
52.232-39	Unenforceability of Unauthorized Obligations.	Jun-13
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Mar-23
52.237-3	Continuity of Services.	Jan-91
52.242-15	Stop-Work Order.	Aug-89
52.243-1	Changes-Fixed-Price (Deviation).	RFO Jun-25
52.243-4	Changes (Deviation).	RFO Jun-25
52.243-7	Notification of Change.	Jan-17
52.244-6	Subcontracts for Commercial Products and Commercial Services.	Jan-25
52.246-4	Inspection of Services-Fixed-Price.	Aug-96
52.246-20	Warranty of Services.	May-01
52.246-25	Limitation of Liability-Services.	Feb-97
52.249-9	Default (Fixed-Price Supply and Services).	Apr-84
52.252-6	Authorization Deviations in Clauses.	Nov-20
52.253-1	Computer Generated Forms.	Jan-91

PROVISIONS AND CLAUSES IN FULL TEXT

II. Federal Acquisition Regulations (FAR) (48 CFR Chapter 1) Provisions and Clauses in Full Text

52.222-90 Addressing DEI Discrimination by Federal Contractors.

As prescribed in 22.2203, insert the following clause:

Addressing DEI Discrimination by Federal Contractors (Jul-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)

52.232-19 Availability of Funds for the Next Fiscal Year.

As prescribed in 32.706-1(b), insert the following clause:

Availability of Funds for the Next Fiscal Year (Apr 1984)

Funds are not presently available for performance under this contract beyond September 30, 2027. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2025, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

III. Department of HHS Acquisition Regulations (HHSAR) (48 Chapter 3) Clauses

HHSAR CITATION	CLAUSE TITLE	CLAUSE DATE
HHSAR 352.224-70	Privacy Act	December 2015
HHSAR 352.224-71	Confidential Information	December 2015
HHSAR 352.226-1	Indian Preference	December 2015
HHSAR 352.226-2	Indian Preference Program	December 2015
HHSAR 352.232-71	Electronic Submission of Invoice Payment Requests	February 2022
HHSAR 352.237-70	Pro-Children Act	December 2015
HHSAR 352.237-71	Crime Control Act-Reporting of Child Abuse	December 2015
HHSAR 352.237-72	Crime Control Act- Requirement for Background Checks	December 2015
HHSAR 352.237-73	Indian Child Protection and Family Violence Act	December 2015
HHSAR 352.237-74	Non-Discrimination in Service Delivery	December 2015

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: [INSERT RESTRICTED TYPES OF INFORMATION. IF NONE, SO STATE.]

(ii) The reason(s) for restricting the types of information identified in subparagraph (i) is/are: [STATE WHY THE PUBLIC OR GOVERNMENT INTEREST REQUIRES THE RESTRICTION OF EACH TYPE OF INFORMATION. ANY BASIS FOR NONDISCLOSURE WHICH WOULD BE VALID UNDER THE FREEDOM OF INFORMATION ACT IS SUFFICIENT UNDER THIS CLAUSE.]

(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)