SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

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

1. REQUISITION NUMBER: IHS1529161

PAGE 1 OF 23

2. CONTRACT NO.

3. AWARD/ EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: 75H71526Q00029

6. SOLICITATION ISSUE DATE: 07/24/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: ANDREW RHOADES

b. TELEPHONE NUMBER *(No collect calls)*

8. OFFER DUE DATE/LOCAL TIME: 08/17/2026 1700 ET

9. ISSUED BY CODE 139

Nashville Area Office
711 Stewarts Ferry Pike
Nashville TN 37214

10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: 100 % FOR:

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

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 333310

SIZE STANDARD: 1,000

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A RATED ☐ ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION ☒ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE IHSNASHVILLE

Multiple Site

16. ADMINISTERED BY CODE 139

Nashville Area Office
711 Stewarts Ferry Pike
Nashville TN 37214

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NO.

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

18a. PAYMENT WILL BE MADE BY CODE

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
	Naloxone vending machines delivery and set up at various sites.				
1	Naloxone vending machines		EA		
	(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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

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

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

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		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

Statement of Work

Naloxone Vending Machine Manufacturing, Stocking and Delivery

SECTION I: Background

1.1 Heroin and fentanyl overdoses are driving the recent and rapid increase in opioid-related deaths throughout the U.S., including Indian Country. The current opioid-related overdose death rate is 13.7 deaths per 100,000 Native Americans, which exceeds the national rate of 13.1 per 100,000. Naloxone vending machines are an evidence-based strategy to provide essential life-saving medications in cases of overdose. The vending machines provide free, immediate, and completely anonymous access to life-saving overdose reversal medications. By operating 24/7 in public hubs, they eliminate barriers like cost, required prescriptions, and the stigma associated with seeking help for substance use disorder. Studies show that deploying these kiosks has successfully helped lower overdose death rates in areas where they are heavily utilized. The Indian Health Service Nashville Area (IHSNA) will distribute approximately 10 naloxone vending machines to key locations to support Nashville Area Tribes.

SECTION II: Purpose

2.1 Product, Service or Outcome Needed. Establishment of a blanket purchase agreement (BPA) for the manufacturing of Naloxone Vending Machines that will be delivered to Tribal entities to be owned and operated by those Tribal entities. The Contractor will supply the equipment and be responsible for the delivery of and training on the product. The IHSNA will pay for the manufacturing and vinyl wrapping, initial stocking, delivery, and training for all machines. A data reporting system shall be included with system that can provide real time reporting of inventory consumption and availability. Tribal entities shall be responsible for restocking.

2.2 Scope of the Product, Service, or Outcome. This SOW establishes the requirements for the manufacturing, delivering, training, and warranty on a Tribal entity owned supply vending machine service for the IHSNA. The requirement shall include a Base Year and Four (4) Option years. The vending machine units shall be installed by the Contractor with all functions, capabilities and equipment warrantied for a minimum of one year. The Contractor shall provide all resources necessary to deliver, install, calibrate, demonstrate functional operation, set up software and programs to provide all reports to authorized personnel, and provide local level employee and supervisor training for the vending machine(s). The Tribal Entity shall own the vending machine while the Government remains responsible for ensuring the contractor honors the warranty.

SECTION III: Technical Requirements/Tasks/Outcomes

Salient Features and Minimum Requirements:

3.1 Equipment

3.1.1 Contractor shall manufacture, deliver, and install vending machines.

3.1.2 All vending machine placements must be new vending machines.

3.1.3 Following delivery, all vending machines will become the property of the Tribal entity designated by the government.

3.1.4 All vending machines must comply with all Federal, State, and County Codes.

3.1.5 Contractor shall maintain/repair/replace (according to the warranty) vending machines at no additional charge to the IHSNA.

3.2 Equipment Warranty

3.2.1 The Contractor shall respond to warranty calls within 8 business hours and make necessary repairs within two (2) business days. Replacement of non-functional machines must be addressed within three (3) business days of notification. The response time for warranty calls apply to any call between the hours of 7:00 am and 3:00 pm, Monday through Friday. At the 30-day project meeting, the Contractor will propose a process/timeline for full replacement of malfunctioning vending machines. The process/timeline must be approved by the Contracting Officer's Representative/Technical Point of Contact (COR/TPOC).

3.2.2 While under warranty, should a vending machine malfunction or break down more than three (3) times in a one (1) month period, the Contractor will provide replacement options and/or long-term repair solutions.

3.2.3 The Contractor shall propose a policy outlining procedures for promptly handling emergency maintenance and repair services for nights, weekends, and holidays.

3.2.4 The Contractor shall provide direct cell phone numbers of the responsible personnel to be contacted in the event of an emergency during non-operating hours.

3.2.5 The IHSNA reserves the right to terminate the BPA, and any subsequent BPA calls if Contractor fails to respond to warranty issues after multiple notices (3 will be deemed the amount of non-response incidents for a single call/report).

3.2.6 The Contractor will provide recommendations for images and languages to be applied via the vinyl wrapping. The contractor will work with each designated Tribal entity in developing the vinyl wrap design and will only finalize the design and apply the wrap with the approval of the Tribal entity point of contact and the COR/TPOC. At the 30-day project meeting, the contractor will propose a specific process and timeline for accomplishing the design. The process/timeline must be approved by the COR/TPOC.

3.3 Placement of Vending Machines

3.3.1 The Contractor may recommend relocation of existing machines and/or new machines in new locations.

3.3.2 Machines will be placed in strategic locations where traffic patterns, appropriate power sources, and/or other circumstances warrant their placement. Installation of vending machines will be in locations determined by the Tribal entity, in consultation with the

contractor. The IHSNA program official must also approve of the location.

3.3.3 All vending machines shall not in any way obstruct or otherwise interfere with emergency exits or any access to safety equipment.

3.4 Products

3.4.1 Products shall be of quality material meeting all state and federal regulations.

3.4.2 The primary contractor is expected to provide all initial stocking items in vending machines.

3.4.3 Upon delivery of the machine, all products must be placed in machines in approved quantities (fully stocked).

3.4.4 Significant changes to proposed product selections or package sizes must be approved by the contract COR or Technical Point of Contact (TPOC) in advance.

3.4.5 Restocking and preventative maintenance on all machines is the responsibility of the Tribal entity.

3.5 Financial

3.5.1 Contractor shall invoice upon delivery for 30-day prompt pay.

3.6 Vending machine(s) reports and accessibility

3.6.1 The vending machines shall allow authorized personnel only to access vending machine with a bar code type method or equal. If tools are required to access the machine, those tools will be provided to the Tribal entity POC.

3.6.2 All items that are to be installed by the Contractor shall be verified by contract COR or TPOC. The Contractor shall have a list or inventory sheet for the items that are to be installed in the vending machine. The inventory list shall have all information that describes the items and number of items to be installed. Any item additions will include description; item number; min/max level and storage quantity.

3.7 Deliverables:

Deliverable	Due Date	Deliverable Recipient	Deliverable Format
Monthly Progress Report	15th of every month	Contract COR & TPOC	Format agreed upon by COR/TPOC & contractor
Invoices	End of each month	Contract COR & TPOC	Format agreed upon by COR/TPOC & contractor
Project Meeting	30 days after award	Contract COR & TPOC	Format agreed upon by COR/TPOC & contractor
Instruction for Installation	30 days after award	Contract COR & TPOC	Format agreed upon by COR/TPOC & contractor

3.8 Special Delivery Instructions. The Contractor shall be responsible for delivering and installing the vending machine(s) in locations determined by the Tribal entity, with the approval of the COR/TPOC.

3.9 Performance/ Delivery Period. The period of performance for the BPA is one base year with four (4) option periods or when the BPA ceiling is reached and warranty timeframes are complete, whichever occurs first.

3.10 Travel Requirements. There is no travel authority included in this contract.

3.11 Special Requirements. There are no special requirements in this contract.

3.11.1 Contracting Officer Representative (COR): The (COR) will be identified by separate letter issued by the CO. The COR monitors all technical aspects of the Contract and assists in Contract administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract; perform inspections necessary in connection with contract performance; maintain written and oral communications with the Contractor concerning technical aspects of the contract; issue written interpretations of technical requirements, including Government drawings, designs, specifications; monitor Contractor's performance and notifies both the CO and Contractor of any deficiencies; coordinate availability of government furnished property and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the Contract.

3.11.2 NON-PERSONNEL SERVICE STATEMENT**:** Contractor employees performing services under this Contract will be controlled, directed, and supervised at all times by management personnel of the Contractor. Contractor management will ensure that employees properly comply with the performance work standards outlined in the SOW. Contractor employees will perform their duties independent of, and without the supervision of, any Government official or other Government Contractor. The tasks, duties, and responsibilities set forth in this Contract may not be interpreted or implemented in any manner that results in any Contractor employee creating or modifying Federal policy, obligating the appropriated funds of the United States Government, overseeing the work of Federal employees, providing direct personal services to any Federal employee, or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR). The Government will control access to its facility and will perform the inspection and acceptance of the completed work. Services procured as part of this requirement shall not be personal services, advisory and assistance, or inherently governmental in nature.

SECTION IV: Responsibilities

4.1 Contractor. The Contractor shall be responsible for the following.

4.1.1 Delivery of the vending machine(s)

4.1.2 Installation of the vending machine(s) and ensuring functional operation of the vending machine(s).

4.1.3 Warranty of the vending machine(s). In the event of a vending machine

failure, there must be an override system in order to be able to retrieve stock from the vending machines. After repair of vending machine, all reports and inventory counts are to be up to date and current.

4.1.4 While under warranty, the Contractor shall respond to warranty calls within 8 business hours and make necessary repairs within two (2) business days. Replacement of non-functional machines must be addressed within three (3) business days of notification. The response time for warranty calls apply to any call between the hours of 7:00 am and 3:00 pm, Monday through Friday. At the 30-day project meeting, the Contractor will propose a process/timeline for full replacement of malfunctioning vending machines. The process/timeline must be approved by the COR/TPOC.

4.1.5 All inventory that is to be supplied by the Contractor must meet state and federal regulations. A replacement product deemed equal or superior must be approved of this contract. If the item that the Contractor supplies in as an equal but does not meet specifications it is the Contractor's responsibility to remove and replace the tool at the Contractors expense. Any "significant changes" to anything not greater than or equal quality and size of the listed items require approval of the COR/TPOC in advance.

4.1.6 All data collected is owned by the Tribal entity and cannot be used by the contractor, government, or any other entity.

4.1.7 The vending machines will ONLY be allowed to capture and store the following information: Date(s) product was distributed, number of products distributed, type of product distributed. Any additions to this information should be approved by COR/TPOC.

4.2 Government. The Government will be responsible for providing the following:

4.2.1 Provide the Contractor with the points of contact for each Tribal entity.

4.2.2 Any specifications unique to each Tribal entity.

SECTION V: Requirements

5.1 System of Units. The equipment shall display all units of measure in the U.S. Customary System of Units.

5.2 Equipment Location. Equipment shall be installed in locations determined by Tribal entities with the approval of the COR/TPOC. The location must meet the requirements provided by Contractor.

5.3 Electrical Power Requirements. The vending equipment shall be designed to operate on 110V electrical power. The electrical system shall conform to National Fire Protection Association (NFPA) 79.

5.4 Safety and Health Requirements. The machine(s) shall be in compliance with Occupational Safety and Health Administration (OSHA) provisions, 29 CFR 1910 et seq. The Contractor shall conform to all federal, OSHA standards applicable to the work performed and safety practices and guidelines contained within this Statement of Work.

If a contractor employee is observed performing in a manner inconsistent with any of the above-mentioned regulations or performs any action that would be considered dangerous to

life, limb, or government property, the Government may stop the work until corrective action is taken to eliminate the existing hazard at no cost to the Government.

Contractor shall notify the IHSNA Contracting Office immediately of OSHA Inspections and/or Notices of Violation or other enforcement actions (including warnings) issued by local, State, and Federal Regulators in which the violation may be attributed to the action of the Contractor or subcontractors attached, assigned to, or providing installation. Contractor shall provide IHSNA Contracting Officer with a copy of the Notice of Violation or other enforcement action, and all supporting documentation.

5.5 Noise Level. Noise emitted by the equipment shall be no greater than 80 decibels as measured per Method for the Designation of Sound Power Emitted by Machinery and Equipment American National Standard Method (ANSI S12.23-1989). The 80-decibel limit is absolute. Techniques such as sound level averaging or exposure time weighing shall not be used in meeting this requirement. Any shields, baffles, enclosures or other devices required to bring the equipment into conformance with this requirement shall not interfere with visibility needed for safe operation of the equipment. Operators shall be able to use this equipment without the need for hearing protection.

5.6 Ergonomics. The equipment shall be ergonomically designed to prevent the occurrence of repetitive stress injuries.

5.7 Maintainability. The Contractor is responsible for repair and replacement of the vending machine(s) while under warranty.

5.8 Labor Hours. NA.

5.9 Nameplate. A nameplate shall be attached to each unit and shall contain, as a minimum, the following information:

- Manufacturer's name.
- Serial number.
- Model designation.
- Power input (volts, total amperes, phase, and frequency).
- Short-circuit/over current rating.
- Contract number or purchase order number.
- National stock number (if applicable).
- Date of manufacture.
- Manufacturer Contact Information

5.10 Environmental Compliance. The equipment provided under this contract shall meet all applicable Environmental Protection Agency (EPA) regulations and Department of Environmental Management requirements in effect on the date of the Contract. These regulations apply to the emission of materials hazardous to the environment or the user's health and shall be adhered to during the manufacture, service, transportation, storage, and operation of the equipment.

5.11 Recovered Materials. The Contractor is encouraged to use recovered materials to the maximum extent possible in accordance with paragraph 23.403 of the Federal Acquisition Regulation (FAR).

5.12 Conformance. The vending machine(s) shall meet the requirements of this contract and conform to the manufacturer's own drawings, specifications, standards, and quality assurance

practices. The Government reserves the right to, at any time during the contract period; require proof of such conformance or to inspect the units to determine compliance with the requirements of this specification.

5.13 Performance Test. Upon completion of installation and calibration, the Contractor shall demonstrate each unit's ability to meet the requirements by accessing and dispensing various tools from the machine(s) and providing usage reports to Tribal entity supervisory personnel. During these tests, the Contractor shall demonstrate proper operation of all controls, functions and features. Documentation of all tests must be signed by both the Contractor and the Tribal entity POC, then send to the IHSNA COR/TPOC within 48 business hours. If a malfunction or failure occurs during any test, the Contractor will correct the problem and repeat the entire test.

5.14 Installation and Delivery.

5.14.1 Delivery. The Contractor shall be responsible for delivering and installing the vending machine(s) in locations to be determined by the COR/TPOC.

5.14.2 Shipping, Handling, and Storage. The Contractor shall be responsible for all shipping, storage, and handling of the equipment and all materials. The Government will not be responsible for furnishing any labor, equipment, or warehouse space for the loading, unloading, transport, or storing of any materials. The Contractor shall coordinate with the COR/TPOC and Tribal entity POC, a date at which time the Contractor may deliver equipment.

5.14.3 Installation. The Contractor shall be responsible for installing the vending machine(s) to include all labor, materials, tools, and equipment required. The Contractor shall be responsible for ensuring the equipment installation requirements are compatible with existing facilities. The Contractor shall field verify all dimensions and locations of utilities at the installation site and report any discrepancies to the COR/TPOC before proceeding with installation. Any discrepancies not reported prior to beginning of installation shall become the responsibility of the Contractor. Unless otherwise approved by the COR/TPOC, installation shall be done during normal working hours.

5.14.3.1 Instructions for Installation. Within 30 days after the date of contract award, the contractor shall meet with IHSNA program official to review contract requirements. The Contractor shall provide instructions for installation to allow the Government and Tribal entities to review utility and space requirements of the proposed machine(s). The installation documentation shall include, but not be limited to, the following:

- Floor plan drawing of the equipment and major components.
- Space required around the equipment after installation for maintenance purposes.
- Foundation requirements, if any.
- Maximum overall length, width, and height dimensions.
- Approximate location of utility connections on the equipment.
- All utility requirements including electrical, air, water, steam, drains, etc. Include amps, GPM (Gallons per Minute), etc.
- Doorway opening for delivery of equipment 12'x14'
- Floor load limit of installation site able to handle 3000 psi

5.15 Site Visit. A site visit is recommended to ensure that the proposed equipment will be compatible with existing facilities. The Contractor shall be responsible for verifying all dimensions and locations of utilities at the installation site and reporting any discrepancies to the Contracting Officer before proceeding with installation. Any discrepancies not reported prior to beginning of installation shall become the responsibility of the Contractor and will not be an acceptable reason for work delay.

5.16 Foundation Hardware. All foundation and foundation hardware shall be furnished by the contractor and included in the price.

5.17 Equipment Protection. The Contractor shall be liable for any damage caused to existing Tribal entity property.

5.18 Site Cleanup. The Contractor shall remove all debris, scrap material, trash, etc. from the job site daily. All trash shall be removed by the Contractor. No equipment will be provided by the Government to perform any of the work performed by the Contractor.

5.19 Documentation. Electronic copies of all vending machines instruction or manual documentation shall be in Microsoft Office format (Word, Excel), or Adobe Portable Document Format (PDF). Drawings and schematics may be provided in PDF. Any other formats must be approved by the COR/TPOC. All documentation the Contractor deems to be proprietary in nature shall be clearly marked. The Government shall have the right to print additional hard copies of all documentation as needed.

5.20 Manual. The contractor shall provide a manual including the following at a minimum: the operating instructions for the machine(s) and software that may be used. In addition, any other documentation normally furnished with the equipment shall be provided. All documentation shall be furnished in the English language only.

5.21 Training. The Contractor shall provide training to the following type of personnel: Up to ten supervisory personnel shall be trained. Supervisors shall be trained in how to access supplies and how to navigate the software to pull reports on (at a minimum) supply inventory and supplies dispensed (quantity). Training shall be conducted during normal working hours. All training costs shall be included in the total price.

5.22 Machine Set-Up. The Contractor will be responsible to set up vending machines. If any tools are required for day-to-day operations of the machines, the contractor will provide tools/supplies within 7 calendar days of installation of vending machines. The Contractor will be responsible to mark / label each item with a description corresponding to instructions/manual.

5.23 Stocking. The Tribal entity may choose to continue to obtain stocking supplies from the Contractor. Any purchases or agreements between the Tribal entity and the Contractor are not the responsibility of the Government. The Government will not restock the machines.

5.24 Ordering and Delivery. The Contractor will report to the Tribal entity point of contact upon arrival.

SECTION VI: Contracting

6.1 North American Industry Classification System (NAICS):

6.1.1 **333310** – Commercial and Service Industry Machinery Manufacturing

6.2 Product Service Code (PSC):

6.2.1 **3550** – Vending and Coin Operated Machines

6.3 Delivery (Installation) Hours:

6.3.1 8:00 am – 4:30 pm ET / M-F (Closed on weekends and Federal Holidays)

6.4 Type of Solicitation:

6.4.1 Set Aside: 100% Small Business

6.5 List of Possible Delivery Locations (with Wage Determination):

6.5.1 Alabama Coushatta (WD 2015-5279)

6.5.2 Catawba Indian Tribe (WD 2015-4423)

6.5.3 Cayuga (WD 2015-4161)

6.5.4 Chickahominy Indian Tribe (WD 2015-4313)

6.5.5 Chickahominy Indians - Eastern Division (WD 2015-4313)

6.5.6 Coushatta Indian Tribe of Louisiana (WD 2015-5197)

6.5.7 Houlton Band of Maliseet Indians (WD 2015-4007)

6.5.8 Jena Band of Choctaw Indians (WD 2015-5197)

6.5.9 Mashantucket Pequot Tribe (WD 2015-4111)

6.5.10 Miccosukee Tribe of Indians (WD 2015-4543)

6.5.11 Mi'kmaq Nation (formerly Aroostook Band of Micmacs) (WD 2015-4007)

6.5.12 Monacan Indian Nation (WD 2015-4311)

6.5.13 Nansemond Indian Tribe (WD 2015-4341)

6.5.14 Narragansett Indian Tribe (WD 2015-4109)

6.5.15 Oneida Indian Nation (WD 2015-4165)

6.5.16 Onondaga Nation (WD 2015-4165)

6.5.17 Pamunkey Tribe of Virginia (WD 2015-4313)

6.5.18 Passamaquoddy Tribe – Indian Township (WD 2015-4007)

6.5.19 Rappahannock Tribe, Inc. (WD 2015-5879)

6.5.20 Shinnecock Indian Nation (WD 2015-4517)

6.5.21 Upper Mattaponi Tribe (WD 2015-4313)

6.5.22 Tonawanda Band of Seneca Indians (WD 2015-4181)

6.5.23 Tunica/Biloxi Indians of Louisiana (WD 2015-5197)

6.5.24 Tuscarora Nation (WD 2015-4147)

6.5.25 Native American Lifelines, Baltimore (WD 2015-4265)

6.5.26 Native American Lifelines, Boston (WD 2015-4047)

6.5.27 New York Indian Council (WD 2015-4187)

6.6 Type of Contract:

6.6.1 A Firm Fixed-Price blanket purchase agreement

6.7 Evaluation Basis:

6.7.1 Trade Off

6.8 Evaluation Factors:

6.8.1 See 52.212-2 in the section below

6.9 Insurance:

6.9.1 Minimum of $500,000.00 per person, per occurrence, and property damage respectively

CLAUSES INCORPORATED BY FULL TEXT:

Federal Acquisition Regulation (FAR):

52.212-2 Evaluation—Commercial Products and Commercial Services (JUN 2025).

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

1. *Price*
2. *Past Performance*
3. *Technical Capability*
4. *Proposal Factors*
    a. *REQUEST FOR TECHNICAL LITERATURE*
        i. *The contractor shall provide, with its solicitation response, descriptive literature that has previously been used to market the proposed equipment. The literature will be used to technically evaluate the response and shall describe how the equipment meets requirements of the government;*
        ii. *The features, which must be addressed in the descriptive literature, are necessary to consider the offer responsive. If the offeror's preprinted literature does not show all these features, the offeror must attach a letter of supplemental information to the literature describing in detail those required features.*
        iii. *The failure of descriptive literature to show that the product offered conforms to the requirements of this solicitation will require rejection of the response.*
        iv. *Descriptive literature furnished under this solicitation that contains statements similar to 'specifications are subject to change without notice', 'response is subject to the following conditions', or 'prices are subject to change without notice' shall not be considered for an award. The Government has no assurance the products offered will conform to the specification; therefore, the response is not considered a firm offer and will not be considered for an award.*

v. *Offerors who furnish a product catalog to satisfy this requirement must indicate which item is the subject of the offer by citing (highlighting, marking, etc.) model numbers and page numbers from the catalog along with the price. Offers that fail to clearly establish what item or items will be, shall be considered as non-responsive.*

(b) Options (if applicable). The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).

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

52.217-8 Option to Extend Services (NOV 1999).

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

52.217-9 Option to Extend the Term of the Contract (MAR 2000).

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

52.252-2 Clauses Incorporated by Reference (FEB 1998).

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

Home | Acquisition.GOV

PART 352—SOLICITATION PROVISIONS AND CONTRACT CLAUSES | Acquisition.GOV

Health and Human Services Acquisition Regulation (HHSAR):

352.239-73 Electronic Information and Technology Accessibility Notice (DEC 2015)

(a) Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 and the Architectural and Transportation Barriers Compliance Board Electronic and Information (EIT) Accessibility Standards (36 CFR part 1194), require that when Federal agencies develop, procure, maintain, or use electronic and information technology, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not individuals with disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency.

(b) Accordingly, any offeror responding to this solicitation must comply with established HHS EIT accessibility standards. Information about Section 508 is available at http://www.hhs.gov/web/508. The complete text of the Section 508 Final Provisions can be accessed at http://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards.

(c) The Section 508 accessibility standards applicable to this solicitation are stated in the clause at 352.239-74, Electronic and Information Technology Accessibility.
In order to facilitate the Government's determination whether proposed EIT supplies meet applicable Section 508 accessibility standards, offerors must submit an HHS Section 508 Product Assessment Template, in accordance with its completion instructions. The purpose of the template is to assist HHS acquisition and program officials in determining whether proposed EIT supplies conform to applicable Section 508 accessibility standards. The template allows offerors or developers to self-evaluate their supplies and document—in detail—whether they conform to a specific Section 508 accessibility standard, and any underway remediation efforts addressing conformance issues. Instructions for preparing the HHS Section 508 Evaluation Template are available under Section 508 policy on the HHS website http://www.hhs.gov/web/508.

In order to facilitate the Government's determination whether proposed EIT services meet applicable Section 508 accessibility standards, offerors must provide enough information to assist the Government in determining that the EIT services conform to Section 508 accessibility standards, including any underway remediation efforts addressing conformance issues.

(d) Respondents to this solicitation must identify any exception to Section 508 requirements. If a offeror claims its supplies or services meet applicable Section 508 accessibility standards, and it is later determined by the Government, i.e., after award of a contract or order, that supplies or services delivered do not conform to the described accessibility standards, remediation of the supplies or

services to the level of conformance specified in the contract will be the responsibility of the Contractor at its expense.

Standards

The included standards that must be met for this contract are taken from the following two resources. Compliance with these standards is mandatory for Federal agencies subject to Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d).

- *Section 508 Standards and Guidelines: https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-ict-refresh/final-rule/text-of-the-standards-and-guidelines*
- *Web Content Accessibility Guidelines (WCAG) 2.0: https://www.w3.org/TR/WCAG20/*

Support Documentation Accessibility

- *E602.1 General - Documentation that supports the use of ICT shall conform to 602.*
- *E602.2 Accessibility and Compatibility Features - Documentation shall list and explain how to use the accessibility and compatibility features required by Chapters 4 and 5. Documentation shall include accessibility features that are built-in and accessibility features that provide compatibility with assistive technology.*
- *E602.3 Electronic Support Documentation - Documentation in electronic format, including Web-based self-service support, shall conform to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0 (incorporated by reference, see 702.10.1).*
- *E602.4 Alternate Formats for Non-Electronic Support Documentation - Where support documentation is only provided in non-electronic formats, alternate formats usable by individuals with disabilities shall be provided upon request.*

- *E602.3 Electronic Support Documentation - Documentation in electronic format, including Web-based self-service support, shall conform to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0 (incorporated by reference, see 702.10.1).*
- *E602.4 Alternate Formats for Non-Electronic Support Documentation - Where support documentation is only provided in non-electronic formats, alternate formats usable by individuals with disabilities shall be provided upon request.*

- *E603.1 General - ICT support services including, but not limited to, help desks, call centers, training services, and automated self-service technical support, shall conform to 603.*
- *E603.2 Information on Accessibility and Compatibility Features - ICT support services shall include information on the accessibility and compatibility features required by 602.2.*
- *E603.3 Accommodation of Communication Needs - Support services shall be provided directly to the user or through a referral to a point of contact. Such ICT support services shall accommodate the communication needs of individuals with disabilities.*
- *WCAG – All WCAG 2.0 A & AA Success Criteria*
  EXCEPTION:

    - *Non-Web documents shall not be required to conform to the following four WCAG 2.0 Success Criteria: 2.4.1 Bypass Blocks, 2.4.5 Multiple Ways, 3.2.3 Consistent Navigation, and 3.2.4 Consistent Identification.*
    - *E205.4.1 Word Substitution when Applying WCAG to Non-Web Documents. For non-Web documents, wherever the term "Web page" or "page" appears in WCAG 2.0 Level A and AA Success Criteria and Conformance Requirements, the term "document" shall be substituted for the terms "Web page" and "page". In addition, in Success Criterion in 1.4.2, the phrase "in a document" shall be substituted for the phrase "on a Web page".*
- *Appendix A – Section 508 of the Rehabilitation Act: Application and Scoping Requirements*
    - *E208 Support Documentation and Services*
- *Appendix C – Functional Performance Criteria and Technical Requirements*
    - *302 - Functional Performance Criteria*
    - *602 – Support Documentation*
    - *603 – Support Services*

Functional Performance Criteria

- *301.1 Scope - The requirements of Chapter 3 shall apply to ICT where required by 508 Chapter 2 (Scoping Requirements), 255 Chapter 2 (Scoping Requirements), and where otherwise referenced in any other chapter of the Revised 508 Standards or Revised 255 Guidelines.*
- *302.1 Without Vision - Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that does not require user vision.*
- *302.2 With Limited Vision - Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited vision.*
- *302.3 Without Perception of Color - Where a visual mode of operation is provided, ICT shall provide at least one visual mode of operation that does not require user perception of color.*
- *302.4 Without Hearing - Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that does not require user hearing.*
- *302.5 With Limited Hearing - Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited hearing.*
- *302.6 Without Speech - Where speech is used for input, control, or operation, ICT shall provide at least one mode of operation that does not require user speech.*
- *302.7 With Limited Manipulation - Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that does not require fine motor control or simultaneous manual operations.*
- *302.8 With Limited Reach and Strength - Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that is operable with limited reach and limited strength.*

- *302.9 With Limited Language, Cognitive, and Learning Abilities - ICT shall provide features making its use by individuals with limited cognitive, language, and learning abilities simpler and easier.*

352.239-74 Electronic and Information Technology Accessibility (DEC 2015)

(a) Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 and the Architectural and Transportation Barriers Compliance Board Electronic and Information (EIT) Accessibility Standards (36 CFR part 1194), require that when Federal agencies develop, procure, maintain, or use electronic and information technology, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not individuals with disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency.

(b) Accordingly, any offeror responding to this solicitation must comply with established HHS EIT accessibility standards. Information about Section 508 is available at http://www.hhs.gov/web/508. The complete text of the Section 508 Final Provisions can be accessed at http://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards.

(c) The Section 508 accessibility standards applicable to this solicitation are stated in the clause at 352.239-74, Electronic and Information Technology Accessibility.
In order to facilitate the Government's determination whether proposed EIT supplies meet applicable Section 508 accessibility standards, offerors must submit an HHS Section 508 Product Assessment Template, in accordance with its completion instructions. The purpose of the template is to assist HHS acquisition and program officials in determining whether proposed EIT supplies conform to applicable Section 508 accessibility standards. The template allows offerors or developers to self-evaluate their supplies and document—in detail—whether they conform to a specific Section 508 accessibility standard, and any underway remediation efforts addressing conformance issues. Instructions for preparing the HHS Section 508 Evaluation Template are available under Section 508 policy on the HHS website http://www.hhs.gov/web/508.

In order to facilitate the Government's determination whether proposed EIT services meet applicable Section 508 accessibility standards, offerors must provide enough information to assist the Government in determining that the EIT services conform to Section 508 accessibility standards, including any underway remediation efforts addressing conformance issues.

(d) Respondents to this solicitation must identify any exception to Section 508 requirements. If a offeror claims its supplies or services meet applicable Section 508 accessibility standards, and it is later determined by the Government, i.e., after award of a contract or order, that supplies or services delivered do not conform to the described accessibility standards, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its expense.

Standards

The included standards that must be met for this contract are taken from the following two resources. Compliance with these standards is mandatory for Federal agencies subject to Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d).

- Section 508 Standards and Guidelines: https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-ict-refresh/final-rule/text-of-the-standards-and-guidelines
- Web Content Accessibility Guidelines (WCAG) 2.0: https://www.w3.org/TR/WCAG20/

Support Documentation Accessibility

- E602.1 General - Documentation that supports the use of ICT shall conform to 602.
- E602.2 Accessibility and Compatibility Features - Documentation shall list and explain how to use the accessibility and compatibility features required by Chapters 4 and 5. Documentation shall include accessibility features that are built-in and accessibility features that provide compatibility with assistive technology.
- E602.3 Electronic Support Documentation - Documentation in electronic format, including Web-based self-service support, shall conform to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0 (incorporated by reference, see 702.10.1).
- E602.4 Alternate Formats for Non-Electronic Support Documentation - Where support documentation is only provided in non-electronic formats, alternate formats usable by individuals with disabilities shall be provided upon request.

- E602.3 Electronic Support Documentation - Documentation in electronic format, including Web-based self-service support, shall conform to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0 (incorporated by reference, see 702.10.1).
- E602.4 Alternate Formats for Non-Electronic Support Documentation - Where support documentation is only provided in non-electronic formats, alternate formats usable by individuals with disabilities shall be provided upon request.

- E603.1 General - ICT support services including, but not limited to, help desks, call centers, training services, and automated self-service technical support, shall conform to 603.
- E603.2 Information on Accessibility and Compatibility Features - ICT support services shall include information on the accessibility and compatibility features required by 602.2.
- E603.3 Accommodation of Communication Needs - Support services shall be provided directly to the user or through a referral to a point of contact. Such ICT support services shall accommodate the communication needs of individuals with disabilities.
- WCAG – All WCAG 2.0 A & AA Success Criteria
  EXCEPTION:
    - Non-Web documents shall not be required to conform to the following four WCAG 2.0 Success Criteria: 2.4.1 Bypass Blocks, 2.4.5 Multiple Ways, 3.2.3 Consistent Navigation, and 3.2.4 Consistent Identification.

    - E205.4.1 Word Substitution when Applying WCAG to Non-Web Documents. For non-Web documents, wherever the term "Web page" or "page" appears in WCAG 2.0 Level A and AA Success Criteria and Conformance Requirements, the term "document" shall be substituted for the terms "Web page" and "page". In addition, in Success Criterion in 1.4.2, the phrase "in a document" shall be substituted for the phrase "on a Web page".
- Appendix A – Section 508 of the Rehabilitation Act: Application and Scoping Requirements
    - E208 Support Documentation and Services
- Appendix C – Functional Performance Criteria and Technical Requirements
    - 302 - Functional Performance Criteria
    - 602 – Support Documentation
    - 603 – Support Services

Functional Performance Criteria

- 301.1 Scope - The requirements of Chapter 3 shall apply to ICT where required by 508 Chapter 2 (Scoping Requirements), 255 Chapter 2 (Scoping Requirements), and where otherwise referenced in any other chapter of the Revised 508 Standards or Revised 255 Guidelines.
- 302.1 Without Vision - Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that does not require user vision.
- 302.2 With Limited Vision - Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited vision.
- 302.3 Without Perception of Color - Where a visual mode of operation is provided, ICT shall provide at least one visual mode of operation that does not require user perception of color.
- 302.4 Without Hearing - Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that does not require user hearing.
- 302.5 With Limited Hearing - Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited hearing.
- 302.6 Without Speech - Where speech is used for input, control, or operation, ICT shall provide at least one mode of operation that does not require user speech.
- 302.7 With Limited Manipulation - Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that does not require fine motor control or simultaneous manual operations.
- 302.8 With Limited Reach and Strength - Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that is operable with limited reach and limited strength.
- 302.9 With Limited Language, Cognitive, and Learning Abilities - ICT shall provide features making its use by individuals with limited cognitive, language, and learning abilities simpler and easier.

INVOICE SUBMISSION:

The Contractor shall submit invoices once per month, quarterly, semi-annually, or annually.

HHSAR 352.232-71 Electronic Submission of Payment Requests (FEB 2022)

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)

Electronic Invoicing and Payment Requirements - Invoice Processing Platform (IPP) - All Invoice submissions for goods and or services delivered to facilitate payments must be made electronically through the U.S. Department of Treasury's Invoice Processing Platform System (IPP).
- Invoice Submission for Payment means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial items contracts.

The IPP website address is: https://www.ipp.gov.
- The Department of Treasury will enroll the Contractors new to IPP. The Contractor must follow the IPP registration email instructions for enrollment to register the Collector Account for submitting invoice requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive Registration email from the Federal Reserve Bank of St. Louis (FRBSTL) within 3 - 5 business days of the contract award for new contracts or date of modification for existing contracts. - Registration emails are sent via email from ipp.noreply@mail.eroc.twai.gov. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email to IPPCustomerSupport@fiscal.treasury.gov or phone (866) 973-3131.

- The Contractor POC will receive two emails from IPP Customer Support, the first email contains the initial administrative IPP User ID. The second email, sent within 24 hours of receipt of the first email, contains a temporary password. You must log in with the temporary password within 30 days.

- If your company is already registered to use IPP, you will not be required to re-register. - If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment as authorized by HHSAR 332.7002, a written request must be submitted to the Contracting Officer to explain the circumstances that require the authorization of alternate payment procedures.

Additional IHS Invoice Requirements:

i. The contractor shall submit invoices under this contract once per month or as specified in the payment schedule. For indefinite delivery vehicles, separate invoices must be submitted for each order.

ii. Invoices must break-out price/cost by contract line-item number (CLIN) as specified in the pricing section of the contract.

iii. Invoices must include the Unique Entity Identifier Number (UEI) of the Contractor.

iv. Invoices that include time and materials or labor hours CLINS must include supporting documentation to (1) substantiate the number of labor hours invoiced for each labor category, and (2) substantiate material costs incurred (when applicable).

v. Invoices that include cost-reimbursement

CLINs must be submitted in a format showing expenditures for that month, as well as contract cumulative amounts. At a minimum the following cost information shall be included, in addition to supporting documentation to substantiate costs incurred. - Direct Labor - include all persons, listing the person's name, title, number of hours worked, hourly rate, the total cost per person and a total amount for this category;
- Indirect Costs (i.e., Fringe Benefits, Overhead, General and Administrative, Other Indirects) - show rate, base and total amount; - Consultants (if applicable) - include the name, number of days or hours worked, daily or hourly rate, and a total amount per consultant; - Travel - include for each airplane or train trip taken the name of the traveler, date of travel, destination, the transportation costs including ground transportation shown separately and the per diem costs. Other travel costs shall also be listed; - Subcontractors (if applicable) - include, for each subcontractor, the same data as required for the prime Contractor; - Other Direct Costs - include a listing of all other direct charges to the contract, i.e., office supplies, telephone, duplication, postage; and - Fee - amount as allowable in accordance with the Schedule and FAR 52.216-8 if applicable.

PAYMENT BY ELECTRONIC FUNDS TRANSFER

Pursuant to FAR 52.232-33, Payment by Electronic Funds Transfer –Central Contractor Registration, payments under this contract shall be made by electronic funds transfer. The Contractor shall register in the System for Award Management (www.SAM.gov).

CLAUSES INCORPORATED BY REFERENCE:

52.204-7	*System for Award Management*	*OCT 2025*
52.204-13	System for Award Management Maintenance	OCT 2025
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	OCT 2025
52.212-1	*Instructions to Offerors-Commercial Products and Commercial Services*	*OCT 2025*
52.212-4	Contract Terms and Conditions-Commercial Products and Commercial Services (Alternate I)	OCT 2025
52.214-34	*Submission of Offers in the English Language*	*APR 1991*
52.214-35	*Submission of Offers in U.S. Currency*	*APR 1991*

52.217-8	Option to Extend Services	NOV 1999
52.219-6	*Notice of Total Small Business Set-Aside*	*FEB 2026*
52.222-41	Service Contract Labor Standards	APR 2026
52.222-50	Combating Trafficking in Persons	APR 2026
52.222-90	Addressing DEI Discrimination by Federal Contractors	APR 2026
52.223-23	Sustainable Products and Services	APR 2026
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	MAY 2024
52.232-18	Availability of Funds	APR 1984
52.232-19	Availability of Funds for the Next Fiscal Year	APR 1984
52.232-24	Prohibition of Assignment of Claims	MAY 2014
52.232-25	Prompt Payment	JAN 2017
52.232-33	Payment by Electronic Funds Transfer-System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.233-3	Protest After Award	OCT 2025
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2025
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
52.242-15	Stop-Work Order	AUG 1989
52.244-6	Subcontracts for Commercial Products and Commercial Services	OCT 2025
52.246-16	Responsibility for Supplies	APR 1984
52.246-23	Limitation of Liability	FEB 1997
52.247-34	F.o.b. Destination	NOV 1991
52.249-4	Termination for Convenience of the Government (Services) (Short Form)	APR 1984
52.249-8	Default (Fixed-Price Supply and Service)	APR 1984

HHSAR:

352.203-70	Anti-Lobbying	DEC 2015
352.215-70	*Late Proposals and Revisions*	*DEC 2015*
352.223-71	*Instructions to Offerors – Sustainable Acquisition*	*DEC 2015*
352.232-71	Electronic submission of payment requests	
352.233-71	Litigation and Claims	DEC 2015
352.237-70	Pro-Children Act	DEC 2015
352.239-73	*Electronic Information and Technology Accessibility Notice*	*DEC 2015*
352.239-74	Electronic and Information Technology Accessibility	DEC 2015

Appendix C Installation Responsibilities

Government	Contractor	
X		Provide machine location with an already suitable foundation (according to Contractor specifications).
☐	X	Furnish labor and material handling equipment for Off-loading and placing item on foundation.
☐	X	Provide and install anchor bolts and nuts.
☐	X	Set and rough level the machine on its foundation.
☐	X	Level and align machine.
☐	X	Connect machine to the utilities hook-up(s).
☐	X	Provide all necessary materials, tools, gauges and Instrumentation necessary to perform the required Tests.

GOVERNMENT RESPONSIBILITIES (when checked)

X Provide location with unobstructed utilities hook-up within 20 feet of machine.

X Customer personnel shall perform no work when the Tribal entity's representative(s) is not in the immediate work area during installation and initial start-up of the machine.