# SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

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

| 1. REQUISITION NUMBER | PAGE | OF |
|---|---|---|
| IHS1520885 | 1 | 33 |

| 2. CONTRACT NO. | 3. AWARD/ EFFECTIVE DATE | 4. ORDER NUMBER | 5. SOLICITATION NUMBER | 6. SOLICITATION ISSUE DATE |
|---|---|---|---|---|
| | | | 75H71026Q00236 | 08/10/2026 |

| 7. FOR SOLICITATION INFORMATION CALL: | a. NAME | b. TELEPHONE NUMBER (No collect calls) | 8. OFFER DUE DATE/LOCAL TIME |
|---|---|---|---|
| | TEOLA AUTAUBO | | 08/24/2026 1700 MT |

9. ISSUED BY CODE 17

Chinle Comprehensive Hlth Care Fac
Acquisition Department
PO Drawer PH
Highway 191 Hospital Drive
Chinle AZ 86503

10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: % 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): 339113

SIZE STANDARD: 800

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 IHSCHINLE

CHINLE COMPREHENSIVE HEALTH CARE FA
PO Drawer PH
HIGHWAY 191 HOSPITAL DRIVE
Chinle AZ 86503

16. ADMINISTERED BY CODE 17

Chinle Comprehensive Hlth Care Fac
Acquisition Department
PO Drawer PH
Highway 191 Hospital Drive
Chinle AZ 86503

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 |
|---|---|---|---|---|---|
| | ***100% INDIAN-OWNED SMALL BUSINESS ECONOMIC ENTERPRISE (ISBEE) SET-ASIDE***<br><br>This is a request for quote for a contractor to provide various supplies for a Blanket Purchase Agreement (BPA) with the Laboratory Department and additional five (5) Departments: Chemistry, Hematology, Blood Bank, Micro-Biology, and Point of Care testing, in strict accordance with the attached Specifications.<br>Delivery: 08/31/2028<br>*(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 |
| | | TANYA M. JOHNSON | |

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|---|---|---|---|---|---|
| | Period of Performance: 09/01/2026 to 08/31/2027 | | | | |
| 1 | Base Period 09/01/2026 to 08/31/2027<br><br>Contractor shall provide supplies on as needed basis in accordance with Attachment A - Specifications. | | | | |
| 2 | First Option Period 09/01/2027 to 08/31/2028<br><br>Contractor shall provide supplies on as needed basis in accordance with Attachment A - Specifications.<br><br>Period of Performance: 09/01/2027 to 08/31/2028 | | | | |

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<br><br>32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE |
|---|---|
| | |

| 33. SHIP NUMBER<br>☐ PARTIAL ☐ FINAL | 34. VOUCHER NUMBER | 35. AMOUNT VERIFIED CORRECT FOR | 36. PAYMENT<br>☐ 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 |

## SECTION B – CONTINUATION OF SF-1449

| Base Year | | |
|---|---|---|
| Description | Item Number | Price per Item |
| Thermo Scientific NERL Blood Bank Saline<br>Quantity: 1 x 10 L | 23249605 | $ |
| BD Vacutainer Plastic Blood Collection Tube with Sodium Citrate<br>Capacity (Metric): 2.7 mL, Closure Color: Blue, Product Type: Draw Tube | 02683172 | $ |
| Fisherbrand Disposable Inoculating Loops and Needles, Flexible Needle and Loop<br>Volume: 10 L, Product Type: Inoculating Loop, Flexible, Color: Yellow | 22363600 | $ |
| BD Vacutainer Safety-Lok Blood Collection Sets<br>Needle Gauge: 23 G, Length (English) Tube: 12 in., Product Type: Blood Collection Set w/ MSLA | 02664 | $ |
| ZeptoMetrix NATtrol Neisseria gonorrhoeae Z017 External Run Controls<br>Concentration: 5,000 copies/mL | 22156748 | $ |
| ELITechGroup Aerospray Hematology Stat Reagent B, Thiazin Stain, 500mL | NC9117060 | $ |
| Advanced Instruments Renol Urine Control Solution<br>For Use w/ Equipment: 2020, 3D3, 3250, 3300 and 3320 Urine Osmometer | 22046221 | $ |
| BD Vacutainer Safety-Lok Blood Collection Sets<br>Needle Gauge: 21 G, Length (English) Tube: 12 in., Product Type: Blood Collection Set w/ MSLA | 026641 | $ |
| Electron Microscopy Sciences C-Chip Disposable Hemacytometer, Neubauer Improved, 200 tests, 50 slides | NC1713722 | $ |
| Uline Insert Cards - 3 x 1 14"", 50 sheets of 16 cards<br>Insert Cards - 3 x 1 14", 50 sheets of 16 cards - | NC1752467 | $ |
| Decon SaniHol 70 Ethanol Solution<br>Volume (Metric): 3.8 L | 0435592 | $ |
| Micro Essential Lab Hydrion Buffer Chemvelopes<br>pH: 7, Physical Form: Capsule | 13640303E | $ |
| PDI Prevantics Antiseptic Products<br>Quantity: 100 Pk., Product Type: Antiseptic Skin Swab | 23100110 | $ |
| Fisherbrand Blood Bank Saline 0.85% - 0.9%<br>Quantity: 20 L, Type: Saline, Non-buffered 0.9% | 23535435 | $ |
| Hardy Diagnostics QuickSlide PROBond Slide - Gram Stain QC Slide<br>Quantity: 50 Slides/Cs. | 23001716 | $ |
| Meridian Bioscience LeadCare II Kit<br>Quantity: 48 Tests | 23800101 | $ |
| Genesis Bps LLC LAB BATH CLEAN SOLUTION240ML | NC1163742 | $ |
| ELITechGroup Cytopro Single Microscope Slides, Uncoated, Qty 72 | NC9926285 | $ |
| PDC Healthcare SecurLink Blood Recipient System<br>Color: Red | 22275346 | $ |

| | | |
|---|---|---|
| ELITechGroup Cytopro Single Chambers & Cytopad, Fast (white) & Caps, Qty 48 | NC9925872 | $ |
| Fisherbrand™ Sav-It Tube Closures<br>Color: White, Size (Metric): 12 to 13 mm | 0270716 | $ |
| Typenex Typesafe 2.0 Segment Piercing Device<br>Quantity: 500 Units/Box | 22355241 | $ |
| Fisherbrand Traceable Extra Large Digit Countdown Timer | 15081100 | $ |
| Quantimetrix Dropper Plus, Point of Care Urinalysis Dipstick Control, Set, Level 1&2 | NC9666606 | $ |
| BD BBL Mycoflask Trypticase Soy Agar Slants Prepared Media<br>Quantity: 100 Pack, Packaging Type: Tube with Tight Cap | BB21087 | $ |
| Thermo Scientific Remel Sterile Airway Venting and Subculture Needle Units Quantity: 100/Pk. | R223766 | $ |
| BD BBL Cefinase -Lactamase Detection Discs<br>Quantity: 50 Discs | B31650 | $ |
| ZeptoMetrix Flu/RSV/SARS-CoV-2 Negative Control<br>Quantity: 6 x 0.5 mL | 22158381 | $ |
| Maine Molecular Quality Controls Inc INTROL TB PANEL M114 15/KIT/EA | NC0574885 | $ |
| Thermo Scientific RapID NH System<br>Quantity: 20 Panels/Kit | R8311001 | $ |
| ZeptoMetrix NATtrol GBS External Run Controls<br>Format: GBS Positive Result | 21100558 | $ |
| ZeptoMetrix NATtrol GBS External Run Controls<br>Format: GBS Negative Result | 21100548 | $ |
| ZeptoMetrix NATtrol Chlamydia trachomatis LGVII 434 External Run Controls<br>Concentration: 5,000 copies/mL | 22157773 | $ |
| ZeptoMetrix Flu/RSV/SARS-CoV-2 Positive Control<br>Quantity: 6 x 0.5 mL | 22158382 | $ |
| Abbott Rapid Diagnostics UNIVERSAL PRINTER LABEL ROLL | 21010362 | $ |
| BD Vacutainer Venous Blood Collection Tubes: SST Serum Separation Tubes: Hemogard<br>Capacity (Metric): 4 mL, Additive: Polymer Gel/Silica Activator<br>Label Type: Paper | 0268393A | $ |
| Thermo Scientific AnaeroPouch -Anaero Anaerobic Gas Generator<br>Quantity: 20/Pk. | 23246379 | $ |
| Quidel Triage MeterPro Total Controls Level 2 - includes BNP, D DIMER, CKMB, MYO, TNI - 5 Vials per box<br>Quantity: 5 Vials | 1398218 | $ |
| ELITechGroup Aerospray Reagent Grade Methanol | NC9929004 | $ |
| ELITechGroup Aerospray Hematology Stat Reagent C, Basofix Eosin Stain, 500mL | NC9137907 | $ |
| Streck Para 4 Four Parameter Control<br>Level: 6 Low, 6 Normal, 6 High, Quantity: 18 x 1.5 mL, Type: 4 Parameter Control | 11716283 | $ |
| Streck Cell-Chex Cell Body Fluid Control<br>Level: 1-UC/CC, 2; Quantity: 2 x 2 mL | 23285783 | $ |
| Streck A1c-Cellular HbA1c Control<br>Quantity: 6 x 2 mL | 23045422 | $ |

| | | |
|---|---|---|
| Thermo Scientific Gram Stain Kit<br>Quantity: 4/Kit | R40080 | $ |
| 3rd Party OPN MKT FREIGHT | | $ |

| First Year Option | | |
|---|---|---|
| Description | Item Number | Price per Item |
| Thermo Scientific NERL Blood Bank Saline<br>Quantity: 1 x 10 L | 23249605 | $ |
| BD Vacutainer Plastic Blood Collection Tube with Sodium Citrate<br>Capacity (Metric): 2.7 mL, Closure Color: Blue, Product Type: Draw Tube | 02683172 | $ |
| Fisherbrand Disposable Inoculating Loops and Needles, Flexible Needle and Loop<br>Volume: 10 L, Product Type: Inoculating Loop, Flexible, Color: Yellow | 22363600 | $ |
| BD Vacutainer Safety-Lok Blood Collection Sets<br>Needle Gauge: 23 G, Length (English) Tube: 12 in., Product Type: Blood Collection Set w/ MSLA | 02664 | $ |
| ZeptoMetrix NATtrol Neisseria gonorrhoeae Z017 External Run Controls<br>Concentration: 5,000 copies/mL | 22156748 | $ |
| ELITechGroup Aerospray Hematology Stat Reagent B, Thiazin Stain, 500mL | NC9117060 | $ |
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| Electron Microscopy Sciences C-Chip Disposable Hemacytometer, Neubauer Improved, 200 tests, 50 slides | NC1713722 | $ |
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| BD BBL Cefinase -Lactamase Detection Discs<br>Quantity: 50 Discs | B31650 | $ |
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| Abbott Rapid Diagnostics UNIVERSAL PRINTER LABEL ROLL | 21010362 | $ |
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| Thermo Scientific AnaeroPouch -Anaero Anaerobic Gas Generator<br>Quantity: 20/Pk. | 23246379 | $ |
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| ELITechGroup Aerospray Hematology Stat Reagent C, Basofix Eosin Stain, 500mL | NC9137907 | $ |
| Streck Para 4 Four Parameter Control<br>Level: 6 Low, 6 Normal, 6 High, Quantity: 18 x 1.5 mL, Type: 4 Parameter Control | 11716283 | $ |
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| | | |
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| Streck A1c-Cellular HbA1c Control<br>Quantity: 6 x 2 mL | 23045422 | $ |
| Thermo Scientific Gram Stain Kit<br>Quantity: 4/Kit | R40080 | $ |
| 3rd Party OPN MKT FREIGHT | | $ |

## SECTION C – CONTRACT CLAUSES

| 52.212-4 | CONTRACT TERMS AND CONDITIONS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES | NOV 2025 (DEVIATION) |
|---|---|---|

**The following Federal Acquisition Regulation clauses also apply:**

| | | | |
|---|---|---|---|
| ☒ | 52.203-3 | GRATUITIES | APR 1984 |
| ☒ | 52.203-6 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT Alt I | NOV 2021 |
| ☒ | 52.203-12 | LIMITATION OF PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | JUN 2020 |
| ☐ | 52.203-13 | CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT | NOV 2021 |
| ☐ | 52.203-16 | PREVENTING PERSONAL CONFLICTS OF INTEREST | JUN 2020 |
| ☒ | 52.203-17 | CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS | NOV 2023 |
| ☒ | 52.203-19 | PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS | JAN 2017 |
| ☐ | 52.204-9 | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL | JAN 2011 |
| ☒ | 52.204-13 | SYSTEM FOR AWARD MANAGEMENT MAINTENANCE | NOV 2025 (DEVIATION) |
| ☐ | 52.204-14 | SERVICE CONTRACT REPORTING REQUIREMENTS | NOV 2025 (DEVIATION) |
| ☐ | 52.204-15 | SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS | NOV 2025 (DEVIATION) |
| ☐ | 52.204-91 | CONTRACTOR IDENTIFICATION | NOV 2025 (DEVIATION) |
| ☒ | 52.209-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | NOV 2025 (DEVIATION) |
| ☐ | 52.209-9 | UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS | NOV 2025 (DEVIATION) |
| ☒ | 52.209-10 | PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS | NOV 2025 (DEVIATION) |
| ☐ | 52.213-1 | RESERVED | |
| ☐ | 52.219-3 | NOTICE OF HUBZONE SET-ASIDE OR SOLE-SOURCE AWARD | NOV 2025 (DEVIATION) |
| ☐ | 52.219-6 | NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE | NOV 2025 (DEVIATION) |
| ☐ | 52.219-6 Alt I | NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, WITH ALTERNATE I | NOV 2025 (DEVIATION) |

| | | | |
|---|---|---|---|
| ☐ | 52.219-7 | NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE | NOV 2020 |
| ☐ | 52.219-7 Alt I | NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE, WITH ALTERNATE I | MAR 2020 |
| ☒ | 52.219-8 | UTILIZATION OF SMALL BUSINESS CONCERNS | NOV 2025 (DEVIATION) |
| ☐ | 52.219-9 | SMALL BUSINESS SUBCONTRACTING PLAN | NOV 2025 (DEVIATION) |
| ☐ | 52.219-9 Alt I | SMALL BUSINESS SUBCONTRACTING PLAN, WITH ALTERNATE I | NOV 2025 (DEVIATION) |
| ☐ | 52.219-9 Alt II | SMALL BUSINESS SUBCONTRACTING PLAN, WITH ALTERNATE II | NOV 2025 (DEVIATION) |
| ☐ | 52.219-9 Alt III | SMALL BUSINESS SUBCONTRACTING PLAN, WITH ALTERNATE III | NOV 2025 (DEVIATION) |
| ☐ | 52.219-9 Alt IV | SMALL BUSINESS SUBCONTRACTING PLAN, WITH ALTERNATE IV | NOV 2025 (DEVIATION) |
| ☐ | 52.219-13 | NOTICE OF SET-ASIDE OF ORDERS | MAR 2020 |
| ☐ | 52.219-13 Alt I | RESERVED | |
| ☐ | 52.219-16 | LIQUIDATED DAMAGES—SUBCONTRACTING PLAN | NOV 2025 (DEVIATION) |
| ☐ | 52.219-27 | NOTICE OF SET-ASIDE FOR, OR SOLE-SOURCE AWARD TO, SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) CONCERNS ELIGIBLE UNDER THE SDVOSB PROGRAM | NOV 2025 (DEVIATION) |
| ☐ | 52.219-28 | POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION | NOV 2025 (DEVIATION) |
| ☒ | 52.219-28 Alt I | POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION, WITH ALTERNATE I | NOV 2025 (DEVIATION) |
| ☐ | 52.219-29 | NOTICE OF SET-ASIDE FOR, OR SOLE-SOURCE AWARD TO, ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS CONCERNS | NOV 2025 (DEVIATION) |
| ☐ | 52.219-30 | NOTICE OF SET-ASIDE FOR, OR SOLE-SOURCE AWARD TO, WOMEN-OWNED SMALL BUSINESS CONCERNS ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM | NOV 2025 (DEVIATION) |
| ☐ | 52.219-33 | NONMANUFACTURER RULE | NOV 2025 (DEVIATION) |
| ☒ | 52.222-3 | CONVICT LABOR | NOV 2025 (DEVIATION) |
| ☒ | 52.222-19 | CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES | NOV 2025 (DEVIATION) |
| ☒ | 52.222-35 | EQUAL OPPORTUNITY FOR VETERANS | NOV 2025 (DEVIATION) |
| ☒ | 52.222-36 | EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES | NOV 2025 (DEVIATION) |
| ☐ | 52.222-36 ALT I | EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES, WITH ALTERNATE I | JUL 2014 |
| ☒ | 52.222-37 | EMPLOYMENT REPORTS ON VETERANS | NOV 2025 (DEVIATION) |

| | | | |
|---|---|---|---|
| ☒ | 52.222-40 | NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT | NOV 2025 (DEVIATION) |
| ☐ | 52.222-41 | SERVICE CONTRACT LABOR STANDARDS | NOV 2025 (DEVIATION) |
| ☐ | 52.222-43 | FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) | NOV 2025 (DEVIATION) |
| ☐ | 52.222-44 | FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS-PRICE ADJUSTMENT | NOV 2025 (DEVIATION) |
| ☒ | 52.222-50 | COMBATING TRAFFICKING IN PERSONS | NOV 2025 (DEVIATION) |
| ☐ | 52.222-50 Alt I | COMBATING TRAFFICKING IN PERSONS | NOV 2025 (DEVIATION) |
| ☐ | 52.222-51 | EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT—REQUIREMENTS | NOV 2025 (DEVIATION) |
| ☐ | 52.222-53 | EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES—REQUIREMENTS | NOV 2025 (DEVIATION) |
| ☐ | 52.222-54 | EMPLOYMENT ELIGIBILITY VERIFICATION | NOV 2025 (DEVIATION) |
| ☐ | 52.222-55 | MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 | NOV 2025 (DEVIATION) |
| ☐ | 52.222-62 | PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 | NOV 2025 (DEVIATION) |
| ☒ | 52.222-90 | ADDRESSING DEI DISCIMINATION BY FEDERAL CONTRACTORS | APR 2026 (DEVIATION) |
| ☐ | 52.223-2 | REPORTING OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS | NOV 2025 (DEVIATION) |
| ☐ | 52.223-5 | POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION | MAY 2024 |
| ☐ | 52.223-11 | OZONE-DEPLETING SUBSTANCES | NOV 2025 (DEVIATION) |
| ☐ | 52.223-12 | MAINTENANCE, SERVICE, REPAIR, OR DISPOSAL OF REFRIGERATION EQUIPMENT AND AIR CONDITIONERS | NOV 2025 (DEVIATION) |
| ☒ | 52.223-23 | SUSTAINABLE PRODUCTS | NOV 2025 (DEVIATION) |
| ☐ | 52.224-1 | PRIVACY ACT NOTIFICATION | APR 1984 |
| ☐ | 52.224-2 | PRIVACY ACT | APR 1984 |
| ☐ | 52.224-3 | PRIVACY TRAINING | JAN 2017 |
| ☐ | 52.224-3 ALT I | PRIVACY TRAINING, WITH ALTERNATE I | JAN 2017 |
| ☒ | 52.225-1 | BUY AMERICAN-SUPPLIES | NOV 2025 (DEVIATION) |
| ☐ | 52.225-1 Alt I | BUY AMERICAN-SUPPLIES, WITH ALTERNATE I | OCT 2022 |

| | | | |
|---|---|---|---|
| ☐ | 52.225-3 | BUY AMERICAN-FREE TRADE AGREEMENTS-ISRAELI TRADE ACT | NOV 2025 (DEVIATION) |
| | 52.225-3 ALT I | RESERVED | |
| ☐ | 52.225-3 Alt II | BUY AMERICAN-FREE TRADE AGREEMENTS-ISRAELI TRADE ACT, WITH ALTERNATE II | NOV 2025 (DEVIATION) |
| ☐ | 52.225-3 Alt III | BUY AMERICAN-FREE TRADE AGREEMENTS-ISRAELI TRADE ACT, WITH ALTERNATE III | NOV 2025 (DEVIATION) |
| ☐ | 52.225-3 Alt IV | BUY AMERICAN-FREE TRADE AGREEMENTS-ISRAELI TRADE ACT, WITH ALTERNATE IV | NOV 2025 (DEVIATION) |
| ☐ | 52.225-5 | TRADE AGREEMENTS | NOV 2023 |
| ☐ | 52.225-14 | INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT | FEB 2000 |
| ☐ | 52.225-19 | CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES | MAY 2020 |
| ☐ | 52.225-26 | CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE UNITED STATES | OCT 2016 |
| ☐ | 52.226-1 | UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES | NOV 2025 (DEVIATION) |
| ☐ | 52.226-5 | RESTRICTIONS ON SUBCONTRACTING OUTSIDE DISASTER OR EMERGENCY AREA | NOV 2025 (DEVIATION) |
| ☐ | 52.226-6 | PROMOTING EXCESS FOOD DONATION TO NONPROFIT ORGANIZATIONS | NOV 2025 (DEVIATION) |
| ☒ | 52.226-8 | ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING | MAY 2024 |
| ☐ | 52.229-12 | TAX ON CERTAIN FOREIGN PROCUREMENTS | AUG 2025 (DEVIATION) |
| ☒ | 52.232-18 | AVAILABILITY OF FUNDS | APR 1984 |
| ☐ | 52.232-29 | TERMS FOR FINANCING OF COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES | NOV 2021 |
| ☐ | 52.232-30 | INSTALLMENT PAYMENTS OF COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES | NOV 2021 |
| ☒ | 52.232-33 | PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT | OCT 2018 |
| ☐ | 52.232-34 | PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN SYSTEM FOR AWARD MANAGEMENT | JUL 2013 |
| ☐ | 52.232-36 | PAYMENT BY THIRD PARTY | NOV 2025 (DEVIATION) |
| ☒ | 52.232-40 | PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS | MAR 2023 |
| ☐ | 52.232-90 | FAST PAYMENT PROCEDURE | NOV 2025 (DEVIATION) |
| ☒ | 52.233-3 | PROTEST AFTER AWARD | NOV 2025 (DEVIATION) |
| ☒ | 52.233-4 | APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM | NOV 2025 (DEVIATION) |

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| ☐ | 52.237-2 | PROTECTION OF GOVERNMENT BUILDING, EQUIPMENT, AND VEGETATION | APR 1984 |
| ☐ | 52.237-3 | CONTINUITY OF SERVICES | JAN 1991 |
| ☒ | 52.240-91 | SECURITY PROHIBITIONS AND EXCLUSIONS | NOV 2025 (DEVIATION) |
| ☐ | 52.240-91 Alt I | SECURITY PROHIBITIONS AND EXCLUSIONS, WITH ALTERNATE I | NOV 2025 (DEVIATION) |
| ☐ | 52.240-92 | SECURITY REQUIREMENTS | NOV 2025 (DEVIATION) |
| ☐ | 52.240-92 Alt II | SECURITY REQUIREMENTS WITH ALTERNATE II | NOV 2025 (DEVIATION) |
| ☐ | 52.240-93 | BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS | NOV 2025 (DEVIATION) |
| ☐ | 52.242-5 | PAYMENTS TO SMAL BUSINESS SUBCONTRACTORS | JAN 2017 |
| ☒ | 52.242-13 | BANKRUPTCY | JUL 1995 |
| ☐ | 52.244-2 | SUBCONTRACTS | JUN 2020 |
| ☒ | 52.244-6 | SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES | NOV 2025 (DEVIATION) |
| ☐ | 52.245-1 | GOVERNMENT PROPERTY | SEP 2021 |
| ☐ | 52.245-2 | GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES | APR 2012 |
| ☐ | 52.245-9 | USE AND CHARGES | APR 2012 |
| ☐ | 52.247-64 | PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS | NOV 2025 (DEVIATION) |
| ☐ | 52.247-64 Alt I | PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS, WITH ALTERNATE I | APR 2003 |
| ☐ | 52.247-64 Alt II | PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS, WITH ALTERNATE II | NOV 2021 |

| **52.217-8** | **OPTION TO EXTEND SERVICES** | **NOV 1999** |
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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 before the contract expires.

(End of clause)

| **52.217-9** | **OPTION TO EXTEND THE TERM OF THE CONTRACT** | **MAR 2000** |
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(a)The Government may extend the term of this contract by written notice to the Contractor before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least five (5) 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 two (2) years.

(End of clause)

| 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 address(es):

Revolutionary FAR Overhaul - FAR Overhaul - FAR Part Deviation Guidance | Acquisition.GOV

Federal Acquisition Regulation - https://www.acquisition.gov/browse/index/far

Department of Health and Human Services Acquisition Regulation – https://www.acquisition.gov/hhsar

(End of clause)

| 52.252-6 | AUTHORIZED DEVIATIONS IN CLAUSES | NOV 2020 |
|---|---|---|

(a)The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b)The use in this solicitation or contract of any Department of Health and Human Services (48 CFR Chapter 3) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

## The following Department of Health and Human Services Acquisition Regulation clauses also apply:

| | | | |
|---|---|---|---|
| ☒ | 352.203-70 | ANTI-LOBBYING | DEC 2015 |
| ☒ | 352.208-70 | PRINTING AND DUPLICATION | DEC 2015 |
| ☐ | 352.211-3 | PAPERWORK REDUCTION ACT | DEC 2015 |
| ☐ | 352.219-71 | MENTOR-PROTÉGÉ PROGRAM REPORTING REQUIREMENTS | JAN 2010 |
| ☐ | 352.223-70 | SAFETY AND HEALTH | DEC 2015 |
| ☐ | 352.224-70 | PRIVACY ACT | DEC 2015 |

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| ☒ | 352.226-6 | INDIAN ECONOMIC ENTERPRISE SUBCONTRACTING LIMITATIONS | MAR 2022 |
| ☐ | 352.227-70 | PUBLICATIONS AND PUBLICITY | DEC 2015 |
| ☐ | 352.231-70 | SALARY RATE LIMITATION | DEC 2015 |
| ☐ | 352.237-70 | PRO-CHILDREN ACT | DEC 2015 |
| ☐ | 352.237-71 | CRIME CONTROL ACT – REPORTING OF CHILD ABUSE | DEC 2015 |
| ☐ | 352.237-72 | CRIME CONTROL ACT – REQUIREMENTS FOR BACKGROUND CHECKS | DEC 2015 |
| ☐ | 352.237-73 | INDIAN CHILD PROTECTION AND FAMILY VIOLENCE ACT | DEC 2015 |

| **352.232-71** | **ELECTRONIC SUBMISSION OF PAYMENT REQUESTS** | **APR 2026 (DEVIATION)** |
|---|---|---|

(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 in FAR 32.905(b) and the applicable payment clause included in this contract.

(b) *Submission instructions.* Except as provided in paragraph (c) of this clause, the Contractor must 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) *Alternate submission procedures.* The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing.

(d) *Submission of alternate payment procedures authorization.* 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)

## The following local Indian Health Service, Navajo Area terms also apply:

| **NAIHS-ACQ-08** | **CONTRACTING OFFICER'S REPRESENTATIVE** | **NOV 2025** |
|---|---|---|

(a) *Definition.* "Contracting Officer's Representative (COR)" means an individual, including a contracting officer's technical representative (COTR), designated and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) Per FAR Subpart 1.404(a): The Contracting Officer (CO) determines that this contract requires a Contracting Officer Representative (COR).The Contracting Officer Representative (COR) is:

*TBD at time of award.*

(c) Upon award, the COR will receive a copy of the written designation, specifying the extent of the COR's authority on behalf of the CO.

(d) *Limitations.*

(1) The COR has no authority to make any commitments or changes that affect price, quality, quantity, delivery, or other terms and conditions of the contract.

(2) The COR must not direct the contractor or its subcontractors to operate in conflict with the contract terms and conditions.

(End of Clause)

| NAIHS-ACQ-09 | UNAUTHORIZED COMMITMENTS | NOV 2025 |
|---|---|---|

(a) Definitions.

*Contracting Officer* means a person with the authority to enter into, administer, and/or terminate contracts and make related determination and findings.

*Ratification* means the act of approving an unauthorized commitment by an official who has the authority to do so.

*Unauthorized Commitment (UAC)* means an agreement that is not binding solely because the Government representative who made it lacked the authority to enter into that agreement on behalf of the Government.

(b) Policy.

The Government is not bound by agreements with, or contractual commitments made to, prospective contractors by individuals who do not have delegated contracting authority. Unauthorized commitments do not follow the appropriate process for the expenditure of Government funds. Consequently, the Government may not be able to ratify certain actions, putting a contractor at risk for taking direction from a Federal official other than the contracting officer (see FAR 1.403-2). Government employees responsible for unauthorized commitments are subject to disciplinary action. Contractors perform at their own risk when accepting direction from unauthorized officials. Failure to follow statutory and regulatory processes for the expenditure of Government funds is a very serious matter.

(c) Procedure.

Any agreement, modification, or change to a contractual agreement made by a government personnel who lack authority will be deemed an unauthorized commitment. The Government is not liable to the Contractor or under the terms of the contract, financially or otherwise – unless the unauthorized commitment successfully passes the ratification process.

The ratification process does not have any lead time, nor does the Government make any promise that an unauthorized commitment will be ratified and, therefore, the Contractor would be paid. The Contractor proceeds at its own risk if any of the terms of the contract are altered, changed, or modified without the written concurrence by a Contracting Officer.

(End of Clause)

| NAIHS-ACQ-10 | CONTRACTOR PERFORMANCE ASSESSMENT | NOV 2025 |
|---|---|---|

(a) **Policy.** Past performance evaluations shall be prepared at least annually and at the time the work under a contract or order is completed. Past performance evaluations are required for contracts and orders as specified in paragraphs (b) of this section, including contracts and orders performed outside the United

States. These evaluations are generally for the entity, division, or unit that performed the contract or order. Past performance information shall be entered into CPARS, the Government-wide evaluation reporting tool for all past performance reports on contracts and orders. Instructions for submitting evaluations into CPARS are available at http://www.cpars.gov/.

(b) **Applicability.** The contracting office will evaluate and document contractor performance for the following types of actions:

(1) Contracts and orders for supplies or services that exceed the simplified acquisition threshold;
(2) Construction contracts that exceed $900,000;
(3) Architect-engineer services contracts of $45,000 or more;
(4) Any contract action in (b)(1), (b)(2), or (b)(3) less than the aforementioned thresholds but a modification increases their value to exceed the thresholds; and
(5) Any termination for default for construction or architect-engineer services regardless of value.

(c) **Procedures.**

(1) The contracting office shall –
   a. Assign responsibility and management accountability for the completeness of past performance submissions.
   b. Generally, provide for input to the evaluations from the technical office, contracting office, program management office, and where appropriate, quality assurance and end users of the product or service;
   c. Identify and assign past performance evaluation roles and responsibilities to those individuals responsible for preparing and reviewing interim evaluations, if prepared, and final evaluations (*e.g.*, contracting officers, contracting officer representatives, project managers, and program managers). Those individuals identified may obtain information for the evaluation of performance from the program office, administrative contracting office, audit office, end users of the product or service, and any other technical or business advisor, as appropriate; and
   d. Address management controls and appropriate management reviews of past performance evaluations, to include accountability for documenting past performance on CPARS.

(2) The evaluation should include a clear, non-technical description of the principal purpose of the contract or order. The evaluation should reflect how the contractor performed. The evaluation should include clear relevant information that accurately depicts the contractor's performance, and be based on objective facts supported by program and contract or order performance data. The evaluations should be tailored to the contract type, size, content, and complexity of the contractual requirements.

(3) Evaluation factors for each assessment shall include, at a minimum, the following:

(a) Technical (quality of product or service).
(b) Cost control (not applicable for firm-fixed-price or fixed-price with economic price adjustment arrangements).
(c) Schedule/timeliness.
(d) Management or business relations.
(e) Small business subcontracting, including reduced or untimely payments to small business subcontractors when FAR 19.702(a) requires a subcontracting plan.
(e) Other (as applicable) (e.g., trafficking violations, tax delinquency, failure to report in accordance with contract terms and conditions, defective cost or pricing data, terminations, suspension and debarments, and failure to comply with limitations on subcontracting).

(End of Clause)

## SECTION D – DOCUMENTS, EXHIBITS, ATTACHMENTS, ETC.

Attachment A - Specifications

Attachment B - Indian Health Service Buy Indian Act Indian Economic Enterprise Representation Form

Attachment C - Fully-Approved Brand Name Justification

## SECTION E – SOLICITATION PROVISIONS

| 52.212-1 | INSTRUCTIONS TO OFFERORS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES | NOV 2025 (DEVIATION) |
|---|---|---|

Addenda are included. 52.212-1 Instructions to Offerors – Commercial Products and Commercial Services - Submission of Offers. All offers must include the following information and submitted at or before the date and time specified in this solicitation.

Sub-paragraph (a) is replaced in its entirety by the following:

(a) Submission of offers. All quotes must include the following information and emailed to the Contracting Officer (CO): Teola Autaubo, Purchasing Agent, 928-674-7825, teola.autaubo@ihs.gov at or before the exact time specified in this solicitation. As a minimum, quotes shall include –

(1) The solicitation number;
(2) The name, address, telephone number of the Quoter;
(3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;
(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;

a) **Volume 1** – Label "Administrative Documents." Provide signed and dated SF-1449 and all associated SF-30 amendments, if any. Provide a completed IHS IEE Representation Form attachment. Quotes that fail to provide required administrative documents or reject the Terms and Conditions of the solicitation may be excluded from consideration.

b) **Volume 2** – Label "Technical Capability/Specifications." Provide evidence that your item can meet or exceed the attached Specifications.

**NO PRICING INFORMATION SHALL BE INCLUDED IN VOLUMES 2 and 3.**

c) **Volume 3** – Label "Price." Provide detailed pricing aligned with the technical approach on SF1449. Include a narrative that supports the pricing and indicate any discount terms. All prices, base and option CLINs, must be quoted or the quote will not be considered.

Submission Format:

- All Documentation must be in PDF format. Failure to follow instructions and/or to provide required information may render proposal nonresponsive or unacceptable and will be removed from award consideration.
- Each volume must be submitted as a separate file with clear labeling (e.g., Volume I "Administrative Documents, etc.)
- The email subject line should reference the solicitation number and quoter name.
- Questions and Answers (Q&A) Period: The due date for all questions associated with this solicitation is (10) days before of offer due date. Questions requesting changes to solicitation/contract requirements will be considered only when supported by specific reasoning about how the change would increase competition/benefit the Government.

(5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and

(6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

(b) *Period for acceptance of offers*. The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

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

(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.

(2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

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

(4) Offerors may withdraw their offers by written notice to the Government received at any time before Award

(d) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

(e) *Debriefings*. If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.
(2) The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.
(3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.
(4) A summary of the rationale for award.
(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.
(6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

| 52.212-2 | EVALUATION – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES | NOV 2025 (DEVIATION) |
|---|---|---|

(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 shall be used to evaluate offers:

The Government reserves the right to issue a single award or multiple awards to the contractor(s) whose offer represents the Lowest Price Technically Acceptable (LPTA); award will be made on the

basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors.

(b) *Options*. 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. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) *Notice of award.* A written notice of award or acceptance of an offer, mailed or otherwise 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.

(End of provision)

## The following Federal Acquisition Regulations provisions incorporated by reference also apply:

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| ☒ | 52.203-11 | CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | SEP 2024 |
| ☐ | 52.203-18 | PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS-REPRESENTATION | JAN 2017 |
| ☐ | 52.204-7 | SYSTEM FOR AWARD MANAGEMENT - REGISTRATION | NOV 2025 (DEVIATION) |
| ☒ | 52.204-7 Alt I | SYSTEM FOR AWARD MANAGEMENT—REGISTRATION, WITH ALTERNATE I | NOV 2025 (DEVIATION) |
| ☐ | 52.207-6 | SOLICITATION OF OFFERS FROM SMALL BUSINESS CONCERNS AND SMALL BUSINESS TEAMING ARRANGEMENTS OR JOINT VENTURES (MULTIPLE-AWARD CONTRACTS) | AUG 2024 |
| ☐ | 52.209-12 | CERTIFICATION REGARDING TAX MATTERS | OCT 2025 |
| ☐ | 52.216-31 | TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS – COMMERCIAL ACQUISITION | NOV 2021 |
| ☐ | 52.219-4 | NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS | NOV 2025 (DEVIATION) |
| ☐ | 52.219-31 | NOTICE OF SMALL BUSINESS RESERVE | MAR 2020 |
| ☐ | 52.222-18 | CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS | FEB 2021 |
| ☐ | 52.222-48 | EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT–CERTIFICATION | MAY 2014 |
| ☐ | 52.222-52 | EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS FOR CERTAIN SERVICES-CERTIFICATION | MAY 2014 |
| ☐ | 52.222-56 | CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN | OCT 2020 |
| ☐ | 52.223-1 | BIOBASED PRODUCT CERTIFICATION | MAY 2024 |
| ☐ | 52.223-4 | RECOVERED MATERIAL CERTIFICATION | MAY 2008 |

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| ☐ | 52.229-11 | TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION | AUG 2025 (DEVIATION) |
| ☐ | 52.237-1 | SITE VISIT | APR 1984 |
| ☐ | 52.240-90 | SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS | NOV 2025 (DEVIATION) |

| 52.209-2 | PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS – REPRESENTATION | NOV 2025 (DEVIATION) |
|---|---|---|

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

*Inverted domestic corporation* means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

*Subsidiary* means an entity in which more than 50 percent of the entity is owned—
(1) Directly by a parent corporation; or
(2) Through another subsidiary of a parent corporation.

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-3(b) applies or the requirement is waived in accordance with the procedures at 9.108-5.

(c) *Representation*. The Offeror represents that-
(1) It □ is, □ is not an inverted domestic corporation; and
(2) It □ is, □ is not a subsidiary of an inverted domestic corporation.

(End of provision)

| 52.209-5 | CERTIFICATION REGARDING RESPONSIBILITY MATTERS | NOV 2025 (DEVIATION) |
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(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—
(i) The Offeror and/or any of its Principals—

(A) Are □ are not □ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have □ have not □, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are □ are not □ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have □, have not □, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the

liability remains unsatisfied. Federal taxes are considered delinquent if both of the following criteria apply:

(*1*) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if a pending administrative or judicial challenge remains. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(*2*) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) The Offeror has □ has not □, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the Government will consider the certification in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) This provision does not require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a). The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If the Government later determines that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

| 52.209-11 | REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW | NOV 2025 (DEVIATION) |
|---|---|---|

(a) The Government will not enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that–

(1) It is □ is not □ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
(2) It is □ is not □ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

| 52.225-2 | BUY AMERICAN CERTIFICATE | OCT 2022 |
|---|---|---|

(a) (1) The Offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that each domestic end product listed in paragraph (c) of this provision contains a critical component.

(2) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

(3) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(4) The terms "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," and "foreign end product" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(b)Foreign End Products:

| Line Item No. | Country of Origin | Exceeds 55% domestic content (yes/no) |
|---|---|---|
| | | |
| | | |
| | | |
| | | |

(b)[*List as necessary*]

(c) Domestic end products containing a critical component:

Line Item No. ___

[*List as necessary*]

(d) The Government will evaluate offers in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation.

(End of provision)

| 52.233-2 | SERVICE OF PROTEST | NOV 2025 (DEVIATION) |
|---|---|---|

(a) Protests, (as defined in FAR 33.102), that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), must be served on the Contracting Officer identified in the solicitation by obtaining written and dated acknowledgment of receipt from them.

*Tanya Begay, tanya.begay2@ihs.gov, Chinle Comprehensive Health Care Facility, PO Drawer PH, Hiway 191 Hospital Drive, Chinle, Arizona 86503*

(b) The copy of any protest must be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

| 52.252-1 | SOLICITATION PROVISIONS INCORPORATED BY REFERENCE | FEB 1998 |
|---|---|---|

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

Revolutionary FAR Overhaul - FAR Overhaul - FAR Part Deviation Guidance | Acquisition.GOV

Federal Acquisition Regulation - https://www.acquisition.gov/browse/index/far

Department of Health and Human Services Acquisition Regulation – https://www.acquisition.gov/hhsar

(End of Provision)

| 52.252-5 | AUTHORIZED DEVIATIONS IN PROVISIONS | NOV 2020 |
|---|---|---|

(a)The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b)The use in this solicitation of any Department of Health and Human Services (48 CFR Chapter 3) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Provision)

## The following Department of Health and Human Services Acquisition Regulation provisions also apply:

| | | | |
|---|---|---|---|
| ☐ | 352.219-70 | MENTOR-PROTÉGÉ PROGRAM | DEC 2015 |
| ☐ | 352.223-71 | INSTRUCTIONS TO OFFERORS – SUSTAINABLE ACQUISITION | DEC 2015 |

| | | | |
|---|---|---|---|
| ☐ | 352.226-5 | NOTICE OF INDIAN ECONOMIC ENTERPRISE SET ASIDE | MAR 2022 |
| ☒ | 352.226-4 | NOTICE OF INDIAN SMALL BUSINESS ECONOMIC ENTERPRISE SET ASIDE | MAR 2022 |
| ☒ | 352.226-7 | INDIAN ECONOMIC ENTERPRISE REPRESENTATION | MAR 2022 |
| ☐ | 352.239-73 | ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY NOTICE | DEC 2015 |

Attachment A - Specifications

Thermo Scientific™ NERL™ Blood Bank Saline
Quantity: 1 x 10 L - 23249605

BD Vacutainer™ Plastic Blood Collection Tube with Sodium Citrate
Capacity (Metric): 2.7 mL, Closure Color: Blue, Product Type: Draw Tube – 02683172

Fisherbrand™ Disposable Inoculating Loops and Needles, Flexible Needle and Loop
Volume: 10 L, Product Type: Inoculating Loop, Flexible, Color: Yellow – 22363600

BD Vacutainer™ Safety-Lok™ Blood Collection Sets
Needle Gauge: 23 G, Length (English) Tube: 12 in., Product Type: Blood Collection Set w/ MSLA – 02664

ZeptoMetrix NATtrol™ Neisseria gonorrhoeae Z017 External Run Controls
Concentration: 5,000 copies/mL – 22156748

ELITechGroup Aerospray Hematology Stat Reagent B, Thiazin Stain, 500mL
NC9117060

Advanced Instruments Renol™ Urine Control Solution
For Use w/ Equipment: 2020, 3D3, 3250, 3300 and 3320 Urine Osmometer – 22046221

BD Vacutainer™ Safety-Lok™ Blood Collection Sets
Needle Gauge: 21 G, Length (English) Tube: 12 in., Product Type: Blood Collection Set w/ MSLA – 026641

Electron Microscopy Sciences C-Chip Disposable Hemacytometer, Neubauer Improved, 200 tests, 50 slides
NC1713722

Uline Insert Cards - 3 x 1 14"", 50 sheets of 16 cards
Insert Cards - 3 x 1 14", 50 sheets of 16 cards - NC1752467

Decon™ SaniHol™ 70 Ethanol Solution
Volume (Metric): 3.8 L – 0435592

Micro Essential Lab Hydrion™ Buffer Chemvelopes
pH: 7, Physical Form: Capsule - 13640303E

PDI™ Prevantics™ Antiseptic Products
Quantity: 100 Pk., Product Type: Antiseptic Skin Swab – 23100110

Fisherbrand™ Blood Bank Saline 0.85% - 0.9%
Quantity: 20 L, Type: Saline, Non-buffered 0.9% - 23535435

Hardy Diagnostics™ QuickSlide™ PROBond Slide - Gram Stain QC Slide
Quantity: 50 Slides/Cs. – 23001716

Meridian Bioscience™ LeadCare II Kit
Quantity: 48 Tests – 23800101

Genesis Bps LLC LAB BATH CLEAN SOLUTION240ML
NC1163742

ELITechGroup Cytopro Single Microscope Slides, Uncoated, Qty 72
NC9926285

PDC Healthcare SecurLink™ Blood Recipient System
Color: Red – 22275346

ELITechGroup Cytopro Single Chambers & Cytopad, Fast (white) & Caps, Qty 48
NC9925872

Fisherbrand™ Sav-It™ Tube Closures
Color: White, Size (Metric): 12 to 13 mm – 0270716

Typenex™ Typesafe™ 2.0 Segment Piercing Device
Quantity: 500 Units/Box – 22355241

Fisherbrand™ Traceable™ Extra Large Digit Countdown Timer
15081100

Quantimetrix Dropper Plus, Point of Care Urinalysis Dipstick Control, Set, Level 1&2
NC9666606

BD BBL™ Mycoflask™ Trypticase™ Soy Agar Slants Prepared Media
Quantity: 100 Pack, Packaging Type: Tube with Tight Cap - BB21087

Thermo Scientific™ Remel™ Sterile Airway Venting and Subculture Needle Units
Quantity: 100/Pk. - R223766

BD BBL™ Cefinase™ -Lactamase Detection Discs
Quantity: 50 Discs - B31650

ZeptoMetrix Flu/RSV/SARS-CoV-2 Negative Control
Quantity: 6 x 0.5 mL – 22158381

Maine Molecular Quality Controls Inc INTROL TB PANEL M114 15/KIT/EA
NC0574885

Thermo Scientific™ RapID™ NH System
Quantity: 20 Panels/Kit - R8311001

ZeptoMetrix NATtrol™ GBS External Run Controls
Format: GBS Positive Result – 21100558

ZeptoMetrix NATtrol™ GBS External Run Controls
Format: GBS Negative Result – 21100548

ZeptoMetrix NATtrol™ Chlamydia trachomatis LGVII 434 External Run Controls
Concentration: 5,000 copies/mL – 22157773

ZeptoMetrix Flu/RSV/SARS-CoV-2 Positive Control
Quantity: 6 x 0.5 mL – 22158382

Abbott Rapid Diagnostics UNIVERSAL PRINTER LABEL ROLL
21010362

BD Vacutainer™ Venous Blood Collection Tubes: SST™ Serum Separation Tubes: Hemogard™
Capacity (Metric): 4 mL, Additive: Polymer Gel/Silica Activator Label Type: Paper
0268393A

Thermo Scientific™ AnaeroPouch™-Anaero Anaerobic Gas Generator
Quantity: 20/Pk. – 23246379

Quidel Triage MeterPro Total Controls Level 2 - includes BNP, D DIMER, CKMB, MYO, TNI - 5 Vials per box
Quantity: 5 Vials – 1398218

ELITechGroup Aerospray Reagent Grade Methanol
NC9929004

ELITechGroup Aerospray Hematology Stat Reagent C, Basofix™ Eosin Stain, 500mL
NC9137907

Streck Para 4™ Four Parameter Control
Level: 6 Low, 6 Normal, 6 High, Quantity: 18 x 1.5 mL, Type: 4 Parameter Control
11716283

Streck Cell-Chex™ Cell Body Fluid Control
Level: 1-UC/CC, 2; Quantity: 2 x 2 mL – 23285783

Streck A1c-Cellular™ HbA1c Control
Quantity: 6 x 2 mL – 23045422

Thermo Scientific™ Gram Stain Kit
Quantity: 4/Kit - R40080

3rd Party OPN MKT FREIGHT

**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** |
| _____ | _____ |
| **DUNS Number** | **Print Name** |

## JUSTIFICATION TO RESTRICT COMPETITION (below SAT)

Pursuant to Revolutionary FAR Overhaul (RFO) 12.102, for acquisitions valued at or below the simplified acquisition threshold (SAT) using RFO 12.201-1 Simplified Procedures for commercial products and services, the Contracting Officer (CO) hereby documents the decision that only one source is reasonably available.

1. **Agency and Contracting Activity.**

   U.S. Department of Health and Human Services
   Indian Health Service, Navajo Area
   Chinle Service Unit

2. **Name and Address of Only Source.**

   Fisher Scientific Company LLC
   300 Industrial Dr.
   Pittsburgh, PA 15275-1001

3. **Description of Supplies/Services and Estimated Cost.**

   ******THIS ONLY JUSTIFIES THE BRAND NAME DESCRIBED AS FOLLOWS.******

   Fisher brand name products are required at the Laboratory Department at Chinle Comprehensive Health Care Facility (CCHCF) because the items are reliable and provide consistent performance. Fisher brand products are needed to maintain standardization and efficiency within the laboratory, dependable supplies and consumables decrease delays caused by equipment and material failure.

   Additionally, Fisher is a trusted brand that supports compliance and quality standards within the Laboratory Department. Fisher provides products that are needed by the department to ensure accuracy and maintain operational continuity. Products from brands other than Fisher increases the risk of compromised samples, repeatedly retesting, and wasted resources.

4. **Description of Circumstances, including why only one source is reasonably available.**

   IAW RFO 11.204(a)(1), specific characteristics of the Fisher brand products are essential in the Laboratory Department at Chinle Comprehensive Health Care Facility (CCHCF) that limit the availability to only one source, Fisher Scientific Company, LLC.

   Only this suggested source can furnish the requirements, to the exclusion of other sources, because Fisher Scientific Company, LLC is able to consistently provide the supplies that the Laboratory Department requires. Fisher Scientific Company, LLC provides quality products that ensure the Laboratory is able to offer reliable and consistent performance that is required of routine and critical lab work. Overall, Fisher Scientific Company, LLC is able to provide the supplies that are needed to protect patient safety, maintain productivity standards, and support high quality care for patients of CCHCF.

[redacted]

**SIGNATURES**

**PREPARED BY:**

Name: Teola Autaubo, Purchasing Agent

X Teola Autaubo

Date: July 16, 2026

**CONTRACTING OFFICER (CO) (RFO 6.104-1(a)(12)):**

Name: Tanya Begay, Supervisory Contract Specialist

X Tanya Begay

Date: 07/17/2026