COMBINED SYNOPSIS / SOLICITATION

Primary Care Physician Services, Family Medicine and Internal Medicine

RFQ-26-PHX-052

Agency: Department of Health and Human Services (HHS), Indian Health Service (IHS)
Office: Phoenix Area Indian Health Service (PAIHS)
Type of Action: Combined Synopsis/Solicitation
Authority: FAR Part 12 – Acquisition of Commercial Products and Commercial Services
Set-Aside: Indian Small Business Economic Enterprise (ISBEE)
NAICS Code: 621111 – Offices of Physicians (except Mental Health Specialists)
Buy Indian Set-Aside Authority: This acquisition is conducted pursuant to the Buy Indian Act (25 U.S.C. § 47) and HHSAR Subpart 326.6 and is restricted to Indian Small Business Economic Enterprises (ISBEEs).

Commercial Services: The Indian Health Service (IHS), Phoenix Area Indian Health Service (PAIHS), is issuing this Request for Quotations (RFQ) for nonpersonal Family Medicine and Internal Medicine physician services in support of Government-operated healthcare facilities throughout the Phoenix Area.

This acquisition is conducted using FAR Part 12 commercial services procedures under the HHS Revolutionary FAR Overhaul (RFO), the Buy Indian Act (25 U.S.C. § 47), and HHSAR Subpart 326.6.

The Government intends to establish one or more Blanket Purchase Agreements (BPAs).

This Combined Synopsis/Solicitation constitutes the only solicitation issued for this requirement.

SECTION A

SOLICITATION INFORMATION

A.1 General

The Department of Health and Human Services (HHS), Indian Health Service (IHS), Phoenix Area Indian Health Service (PAIHS), is issuing this Request for Quotations (RFQ) to establish one or more Blanket Purchase Agreements (BPAs) for non-personal Family Medicine and Internal Medicine physician services supporting Government-operated healthcare facilities throughout the Phoenix Area.

Services will be ordered through individual BPA Calls issued during the BPA ordering period. Each BPA Call will identify the ordering activity, place of performance, period of performance, estimated hours, and any facility-specific requirements.

This acquisition is conducted using the commercial services procedures of FAR Part 12, as supplemented by applicable HHSAR provisions, the Buy Indian Act (25 U.S.C. § 47), HHSAR Subpart 326.6, and applicable HHS Revolutionary FAR Overhaul (RFO) class deviations.

The Government intends to evaluate quotations using comparative evaluation procedures and establish one or more BPAs with the Quoter(s) whose quotation(s) are determined to be the most advantageous to the Government.

This solicitation is restricted to eligible Indian Small Business Economic Enterprises (ISBEEs).

A.2 Place of Performance

Services shall be performed at Government-operated healthcare facilities identified in individual BPA Calls.

A.3 Period of Performance

5-year ordering period from the date of award.

Individual BPA Calls will establish the applicable period of performance.

A.4 Description of Requirement

The Contractor shall furnish qualified Family Medicine and Internal Medicine physicians to provide non-personal outpatient primary care services in accordance with the attached Performance Work Statement (PWS).

Services include, but are not limited to:

- Comprehensive outpatient primary care;
- Preventive healthcare services;
- Evaluation and treatment of acute and chronic medical conditions;
- Medication management;
- Ordering and interpretation of diagnostic studies;
- Care coordination and specialty referrals;
- Patient education and counseling; and
- Documentation in the Government-furnished Electronic Health Record (EHR).

The Contractor shall provide all management, supervision, scheduling, recruiting, credentialing support, replacement personnel, quality control, and administrative oversight necessary to perform the required services.

All services shall be performed in accordance with the attached Performance Work Statement.

The estimated hours identified in the Pricing Schedule are based on the Government's anticipated operational requirements and historical utilization and are provided for quotation evaluation, acquisition planning, and contract administration purposes. The estimated hours are not intended

to represent a required number of individual physicians or full-time equivalents (FTEs). The Contractor shall determine the number of physicians necessary to satisfy the coverage requirements of the Performance Work Statement while maintaining continuity of services and meeting all contract requirements.

A.5 Nonpersonal Services

The services acquired under this solicitation are nonpersonal healthcare services.

Nothing in this solicitation or any resulting BPA shall be construed as creating an employer-employee relationship between the Government and Contractor personnel.

The Contractor shall retain responsibility for:

- Recruitment
- Hiring
- Compensation
- Benefits
- Scheduling
- Employee supervision
- Performance management
- Discipline
- Replacement personnel
- Contractor quality control
- Compliance with applicable labor laws

Government personnel shall not supervise Contractor employees.

Government oversight shall be limited to inspection and acceptance of services, contract administration, quality assurance surveillance, and coordination necessary to accomplish the Government's mission.

Clinical oversight by the designated Government clinical official or designee regarding patient care, prioritization of clinical workload, compliance with medical staff bylaws, credentialing requirements, and standards of medical practice shall not constitute supervision or control of Contractor personnel.

A.6 BPA Calls

Services will be ordered through individual BPA Calls issued by the Contracting Officer or other authorized ordering official.

Each BPA Call will identify, as applicable:

- Ordering Activity;
- Place of Performance;
- Period of Performance;
- Estimated Hours;
- Applicable Labor Category;
- Funding;
- Contracting Officer's Representative (COR); and
- Any facility-specific requirements not otherwise addressed in the Performance Work Statement.

The establishment of a BPA does not obligate funds or guarantee a minimum quantity of services. Funds will be obligated only through individual BPA Calls.

SECTION B

SCHEDULE OF SUPPLIES OR SERVICES

B.1 General

The Contractor shall furnish all personnel, supervision, management, transportation, materials, and services necessary to provide nonpersonal Family Medicine and Internal Medicine physician services in accordance with the Performance Work Statement (PWS), the terms and conditions of this solicitation, and any resulting BPA.

Services will be ordered through individual BPA Calls issued during the BPA ordering period. BPA Calls will identify the ordering activity, estimated hours, period of performance, and funding.

The BPA will establish firm-fixed-price, fully burdened hourly rates applicable to all BPA Calls.

Estimated hours identified in the BPA Pricing Schedule are provided solely for quotation evaluation, acquisition planning, and BPA administration. The Government does not guarantee a minimum quantity of services.

B.2 BPA Pricing Schedule

Quoters shall complete Attachment B – BPA Pricing Schedule.

The Pricing Schedule will identify each participating Service Unit or ordering activity and the applicable estimated annual hours for quotation evaluation purposes.

B.3 Pricing

Quoters shall complete Attachment B, BPA Pricing Schedule.

Hourly rates shall be fully burdened and shall include all direct and indirect costs associated with contract performance, including but not limited to:

- Labor
- Fringe Benefits
- Overhead
- General and Administrative Expenses
- Recruiting
- Credentialing
- Onboarding
- Supervision
- Scheduling
- Contractor Quality Control
- Insurance
- Licenses
- Travel
- Lodging
- Meals
- Transportation
- Supplies required for contractor administration
- Profit

No separate reimbursement will be made for costs not specifically identified in the resulting BPA or an individual BPA Call.

B.4 Compensation for Hours Worked

The hourly rates quoted and awarded under this BPA shall be fully burdened and shall constitute full compensation for all hours worked under the BPA or an individual BPA Call.

No separate premium rates, overtime rates, holiday rates, callback rates, shift differentials, standby pay, on-call pay, or other additional compensation shall be paid unless expressly authorized by a BPA modification executed by the Contracting Officer.

All authorized hours worked, including services performed on weekends, Federal holidays, or in excess of forty (40) hours in a workweek, shall be compensated at the applicable awarded fully burdened hourly rate identified in the BPA Pricing Schedule.

The Contractor shall be solely responsible for complying with all applicable Federal, State, and local labor laws governing compensation of its employees. Any overtime compensation, holiday premium pay, or other employee compensation required by law or by the Contractor's internal policies shall be the sole responsibility of the Contractor and shall not result in any additional cost to the Government.

The estimated quantities shall not be construed as representing a required number of physicians, staffing positions, or full-time equivalents. Staffing decisions remain the responsibility of the Contractor.

B.5 Estimated Hours

Estimated hours identified in Attachment A are provided solely for quotation evaluation, acquisition planning, and contract administration purposes.

Actual quantities may vary above or below the estimated hours based upon the Government's mission requirements and available funding.

The estimated hours do not constitute a guaranteed minimum quantity of services.

B.6 Invoicing

The Contractor shall invoice only for services actually performed and accepted by the Government.

Invoices shall include, at a minimum:

- BPA and BPA Call Number
- Invoice Number
- Invoice Date
- Contractor Name
- Applicable CLIN
- Dates of Service
- Number of Hours Performed
- Hourly Rate
- Extended Amount
- Total Amount Due

Invoices shall be submitted electronically through the Department of the Treasury Invoice Processing Platform (IPP) unless otherwise authorized by the Contracting Officer.

SECTION C

DESCRIPTION / SPECIFICATIONS / PERFORMANCE WORK STATEMENTS

C.1 General

The Contractor shall furnish all personnel, supervision, management, and services necessary to provide nonpersonal Family Medicine and Internal Medicine physician services in accordance with this solicitation, the resulting BPA or individual BPA Call, and the attached Performance Work Statement (PWS).

This acquisition is structured as a performance-based, non-personal services BPA. The Contractor is responsible for achieving the performance outcomes identified in the Performance Work Statement rather than adherence solely to prescribed processes.

The Contractor shall perform all services in accordance with the standards, performance objectives, qualifications, deliverables, and other requirements identified in the PWS.

Nothing contained in this solicitation or any resulting BPA shall be construed as creating an employer-employee relationship between the Government and Contractor personnel.

C.2 Performance Work Statements

The requirements for this acquisition are contained in the following attachments, which are incorporated into this solicitation:

Attachment	Title
Attachment A	Performance Work Statement – Primary Care Physician Services

The PWS establishes the minimum performance requirements, qualifications, staffing requirements, deliverables, performance standards, acceptable quality levels (AQLs), Quality Assurance Surveillance Plan (QASP), and all other technical requirements applicable to this acquisition.

C.3 Performance Standards

Performance shall be measured in accordance with the Performance Objectives, Acceptable Quality Levels (AQLs), and Quality Assurance Surveillance Plan (QASP) contained within the Performance Work Statement.

The Government will monitor Contractor performance through the surveillance methods identified in the PWS.

Failure to satisfy the required performance standards may result in corrective action, requests for replacement personnel, reductions in payment where authorized by the BPA or BPA call, or other contractual remedies available to the Government.

C.4 Contractor Responsibility

The Contractor shall be responsible for providing qualified Family Medicine and Internal Medicine physicians who meet all qualification, licensure, certification, credentialing, privileging, training, and security requirements identified in the PWS.

The Contractor shall retain full responsibility for the supervision, management, scheduling, compensation, replacement, and performance of Contractor personnel.

The Government shall not supervise Contractor personnel. Government responsibilities are limited to contract administration, quality assurance surveillance, inspection and acceptance of services, and clinical coordination necessary to accomplish the Government's mission.

C.5 Credentialing and Privileging

All Contractor personnel shall successfully complete credentialing, privileging, security, and onboarding requirements before beginning performance.

No Contractor personnel shall perform services until all required approvals identified in the Performance Work Statement have been completed.

C.6 Order of Precedence

In the event of any inconsistency between this solicitation, the Performance Work Statement (PWS), or any other technical attachment, the Contracting Officer shall resolve the inconsistency in accordance with the Order of Precedence clause of the resulting BPA. For purposes of technical performance requirements, the Performance Work Statement shall govern the scope of work, performance standards, qualifications, deliverables, and Contractor responsibilities unless otherwise specifically modified by the resulting BPA or BPA call.

SECTION D

INSTRUCTIONS TO QUOTERS

D.1 General

Quoters shall submit quotations electronically to the Contract Specialist, Dekovan Cook, at dekovan.cook@ihs.gov no later than close date and time specified in SAM.

D.2 Questions

Questions concerning this solicitation shall be submitted in writing to the Contract Specialist at the email address identified above no later than **forty-eight (48) hours** prior to the solicitation closing date and time identified in SAM.gov.

Questions shall clearly identify the solicitation number and the applicable section, paragraph, or attachment to which the question pertains.

The Government is under no obligation to respond to questions received after this deadline.

Responses to questions that materially affect the solicitation will be provided by written amendment posted to SAM.gov.

D.3 Quotation Format

Quotations shall consist of the following separate volumes:

Volume I – Technical Capability

Volume II – Relevant Experience and Past Performance

Volume III – Price

Volume IV – Buy Indian Documentation

Quoters are encouraged to organize their quotations using the section numbering contained in this solicitation.

D.4 Volume I – Technical Capability

The Technical Capability volume shall demonstrate the Quoter's ability to successfully recruit, credential, deploy, supervise, and retain qualified Family Medicine and Internal Medicine physicians necessary to perform the services described in the Performance Work Statement.

At a minimum, the quotation shall address the following:

A. Physician Recruitment and Staffing

Describe the firm's approach to:

- Recruiting qualified Family Medicine and Internal Medicine physicians.
- Maintaining an active pool of qualified physicians.
- Recruiting physicians capable of meeting Government credentialing requirements.
- Recruiting physicians for continuous outpatient primary care services.

B. Staffing Continuity and Retention

Describe the firm's approach to:

- Maintaining uninterrupted coverage.
- Employee retention.
- Managing planned & unplanned absences.
- Managing unexpected resignations.
- Minimizing vacancies.
- Maintaining continuity of patient care.

C. Replacement Personnel

Describe the firm's procedures for:

- Providing replacement personnel.
- Responding to urgent staffing requests.
- Maintaining backup personnel.
- Minimizing disruptions to Government operations.

D. Credentialing and Onboarding

Describe the firm's process for:

- Credentialing.
- Licensure verification.
- Privileging support.
- Security requirements.
- Onboarding.
- Meeting Government-required reporting timelines.

E. Contract Management

Describe the firm's approach to:

- Contract administration.
- Contractor supervision.
- Performance monitoring.
- Communication with the Contracting Officer and COR.
- Corrective actions.
- Contractor quality assurance.

F. Corporate Experience

Describe experience performing similar healthcare staffing services, including:

- IHS facilities.
- Tribal healthcare.
- Federal healthcare.
- Rural healthcare.
- Ambulatory care.

G. Sample Candidate Qualifications

To assist the Government in evaluating the Quoter's recruiting capability and the qualifications of physicians typically provided under contracts of similar scope, Quoters are requested to submit up to three (3) representative sample curricula vitae (CVs) or resumes of Family Medicine and Internal Medicine physicians. Sample CVs or resumes should demonstrate the education, training, licensure, certifications, primary care experience, and professional qualifications of physicians typically available through the Quoter.

Sample CVs or resumes are provided for evaluation purposes only and do not constitute a commitment that the identified individuals will perform under any resulting contract. Submission of representative sample CVs does not obligate the Contractor to furnish those individuals during contract performance. **Following award**, the successful Contractor shall submit the qualifications, credentialing, privileging, licensure, and certification documentation for each physician proposed to perform under the contract in accordance with the Performance Work Statement.

Only the representative sample CVs/resumes requested in this section are required to be submitted with the quotation. Credentialing, privileging, licensure verification, certifications, health screenings, onboarding documentation, and other provider-specific documentation identified in the Performance Work Statement will only be required from the successful Contractor after award.

If any sample CV or resume submitted represents a physician who is currently available for assignment under this requirement, the Quoter is encouraged to identify that individual as "currently available" and provide the anticipated availability date. Identification of a physician as currently available does not obligate the Contractor to furnish that individual unless subsequently accepted by the Government as part of contract performance.

The Government may consider the realism, completeness, and demonstrated effectiveness of the Quoter's proposed staffing, recruitment, retention, and contract management approaches, together with the representative qualifications demonstrated by the sample CVs or resumes, in assessing the likelihood of successful contract performance.

D.5 Volume II – Relevant Experience and Past Performance

Provide descriptions of **up to three (3)** contracts or BPAs performed within the past **five (5) years** involving services similar in size, scope, and complexity.

For each reference include:

- Contract Number
- Customer
- Period of Performance
- Dollar Value
- Description of Services
- Point of Contact
- Telephone Number
- Email Address

The Government may obtain additional past performance information from CPARS or other available Government sources.

D.6 Volume III – Price

Submit a completed **Attachment B – Pricing Schedule**. Quoters shall complete all pricing information requested in the Government-issued Pricing Schedule. Failure to complete the Pricing Schedule may result in the quotation being determined unacceptable.

Quoters may submit a supplemental pricing narrative or pricing worksheet to explain pricing assumptions, discounts, pricing methodology, or other relevant pricing information. However, the Government-issued Pricing Schedule shall govern for purposes of quotation evaluation, award, and contract administration in the event of any inconsistency between the Government-issued Pricing Schedule and any supplemental pricing document submitted by the Quoter.

If a supplemental pricing document is submitted, it shall be clearly identified as **Attachment B.1 – Supplemental Pricing**.

Hourly rates shall be fully burdened and shall include all direct and indirect costs associated with contract performance, as identified in Section B of this solicitation.

Price quotations shall be submitted as a Microsoft Excel workbook utilizing active formulas for all extended amounts and totals. Any supplemental pricing document may be submitted in Microsoft Excel or Adobe PDF format.

Pricing information shall not appear in any other quotation volume.

D.7 Buy Indian Documentation

Quoters shall submit:

- Completed Indian Economic Enterprise (IEE) Representation
- Any additional documentation necessary to establish eligibility under the Buy Indian Act.

Failure to submit the required Buy Indian documentation by the quotation due date may render the quotation ineligible for award.

SECTION E

COMPARATIVE EVALUATION OF QUOTATIONS

E.1 General

The Government will evaluate quotations using comparative evaluation procedures in accordance with this solicitation and the applicable HHS Revolutionary FAR Overhaul (RFO) class deviation.

The Government intends to establish one or more Blanket Purchase Agreements (BPAs) with the responsible Quoter(s) whose quotation(s) are determined to be the most advantageous to the Government based on the evaluation criteria set forth in this solicitation.

The Government intends to evaluate quotations and establish BPAs without conducting exchanges. However, the Contracting Officer reserves the right to communicate with one or more Quoters if determined necessary.

E.2 Eligibility Review

Prior to performing the comparative evaluation, the Government will determine whether the quotation:

- Was received by the date and time specified in the solicitation;
- Contains all required solicitation documents;
- Includes the required Indian Economic Enterprise (IEE) Representation;
- Demonstrates eligibility as an Indian Small Business Economic Enterprise (ISBEE);
- Is submitted by a responsible contractor registered in the System for Award Management (SAM).

Quotations failing to satisfy these requirements may be eliminated from further consideration.

E.3 Comparative Evaluation Factors

The Government will comparatively evaluate quotations using the following factors listed in descending order of importance:

1. Technical Capability
2. Relevant Experience and Past Performance
3. Price

When combined, the non-price factors are significantly more important than price.

As quotations become more equal under the non-price factors, price will become increasingly important in the award decision.

E.4 Technical Capability

The Government will evaluate the extent to which the quotation demonstrates the capability to successfully perform the requirements identified in the Performance Work Statement.

The Government's evaluation will emphasize demonstrated capability rather than generalized statements of corporate qualifications. Quotations should clearly describe the Quoter's established processes and demonstrated ability to recruit, retain, credential, deploy, supervise, and replace qualified physicians in support of Federal, Tribal, or comparable healthcare staffing requirements.

The evaluation will include consideration of the Quoter's demonstrated approach to:

- Recruiting qualified healthcare professionals;
- Maintaining staffing continuity;
    a) The Government will evaluate the Quoter's demonstrated ability to recruit, retain, and replace qualified physicians in order to maintain uninterrupted contract performance. Greater consideration may be given to quotations demonstrating an established recruiting pipeline, depth of available physician resources, successful history of replacing personnel with minimal disruption, and the organizational capability to sustain required staffing levels throughout the period of performance.
- Retaining qualified personnel;
- Providing replacement personnel;
- Credentialing and onboarding;
- Contract management;
- Quality assurance;
- Supporting outpatient primary care services

The Government may also consider the completeness, realism, and effectiveness of the proposed staffing and management approach in assessing the likelihood of successful performance.

Representative sample CVs or resumes submitted in accordance with Section D may be considered in evaluating the Quoter's demonstrated capability to recruit and maintain qualified physicians.

The Government may also consider the availability of representative personnel identified by the Quoter as currently available when assessing the Quoter's demonstrated ability to promptly commence contract performance.

The Government's evaluation will focus on the Quoter's demonstrated capability to successfully perform the required services rather than the volume of information submitted.

E.5 Relevant Experience and Past Performance

The Government will evaluate the relevance and similarity of the quoter's recent experience performing healthcare services of comparable scope, size, and complexity.

Greater consideration may be given to experience involving:

- Indian Health Service facilities;
- Tribal healthcare organizations;
- Federal healthcare facilities;
- Rural healthcare environments;
- Outpatient primary care settings.

The Government may obtain and consider past performance information from CPARS, customer references, or other sources available to the Government.

E.6 Price

Price will be evaluated for:

- Completeness;
- Reasonableness;
- Balance;
- Mathematical accuracy; and
- Consistency with the solicitation requirements.

The Government will evaluate pricing using the completed Attachment B, Pricing Schedule. Estimated hours are provided solely for quotation evaluation and acquisition planning purposes and do not establish a minimum or maximum quantity of service.

If a supplemental pricing document is submitted, the Government may consider the information for clarification purposes. However, the Government-issued Pricing Schedule shall govern for evaluation and award purposes in the event of any inconsistency.

Quoters shall submit fully burdened hourly rates for each labor category identified in the Pricing Schedule. Hourly rates and all extended prices shall be rounded to **two (2) decimal places**. If a Quoter submits pricing with more than two (2) decimal places, the Government may round the rates and extended prices to two (2) decimal places for evaluation purposes.

The Government may evaluate pricing using the rounded amounts reflected in the completed Pricing Schedule.

E.7 Basis for Award

The Government will perform a comparative evaluation of quotations and make award to the responsible Quoter whose quotation is determined to be the most advantageous to the Government after consideration of the evaluation factors identified in this solicitation.

The Government reserves the right to:

- Award without conducting exchanges;
- Make one award;
- Make no award; or
- Cancel this solicitation in whole or in part when determined to be in the Government's best interest.

Upon timely written request from an unsuccessful Quoter, the Government may provide a brief explanation of the basis for the award decision in accordance with applicable FAR Part 12 commercial procedures and HHS RFO guidance.

SECTION F

CONTRACT ADMINISTRATION

F.1 General

The Contracting Officer (CO) is the only individual authorized to modify the terms and conditions of the resulting BPA and individual BPA Calls.

The Contracting Officer shall designate a Contracting Officer's Representative (COR) to perform contract administration functions within the scope of the COR's written delegation of authority.

The Contractor shall perform all services in accordance with the resulting BPA and individual BPA Calls, the Performance Work Statement (PWS), and all applicable Federal laws, regulations, policies, and professional standards.

F.2 Contract Administration

The Government will administer the BPA and individual BPA Calls through the Contracting Officer and designated COR.

Government responsibilities include:

- Contract administration;
- Inspection and acceptance of services;
- Quality Assurance Surveillance Plan (QASP) surveillance;
- Verification of invoices;
- Monitoring contractor performance;
- Clinical coordination necessary to accomplish the Government's mission.

Nothing contained in this BPA shall be construed as authorizing Government personnel to supervise Contractor employees.

F.3 Inspection and Acceptance

Inspection and acceptance shall be performed by the designated COR or other Government official authorized by the Contracting Officer.

Services shall be evaluated in accordance with:

- The Performance Work Statement;
- The Quality Assurance Surveillance Plan (QASP);
- Applicable IHS policies;
- Applicable CMS and Joint Commission standards.

Acceptance of services shall not waive any rights of the Government under the resulting BPA.

F.4 Invoicing

Invoices shall be submitted electronically through the Department of the Treasury Invoice Processing Platform (IPP), unless otherwise authorized by the Contracting Officer.

Invoices shall include, at a minimum:

- BPA and individual BPA Call Numbers;
- Invoice Number;
- Invoice Date;
- Contractor Name;
- Applicable CLIN;
- Dates of Service;
- Number of Hours Performed;
- Hourly Rate;
- Extended Amount;
- Total Amount Due.

The Government shall pay only for services actually performed, accepted, and properly invoiced in accordance with the BPA and applicable BPA Call.

F.5 Post-Award Conference

The Government may conduct a post-award conference with the successful Contractor to review:

- Contract administration
- Communication procedures
- Credentialing
- Invoice procedures
- QASP
- Performance expectations
- Roles and responsibilities.

SECTION G

ATTACHMENTS

The following attachments are incorporated into this solicitation and, where applicable, any resulting contract.

Attachment	Title

Attachment A	Performance Work Statement – Primary Care Physicians
Attachment B	BPA Pricing Schedule
Attachment C	Business Associate Agreement (BAA)
Attachment D	Indian Economic Enterprise (IEE) Representation Form
Attachment E	Solicitation Provisions and Clauses

SECTION H

SOLICITATION PROVISIONS AND CONTRACT CLAUSES

The provisions and clauses applicable to this solicitation and any resulting BPA are contained in Attachment E – Clauses and Provisions (or whatever attachment number you assign).

Attachment E is incorporated into this solicitation by reference.

Applicable FAR, HHSAR, and HHS Revolutionary FAR Overhaul (RFO) class deviations in effect on the date of solicitation issuance shall apply.

In the event of any inconsistency between a clause incorporated by reference and an applicable HHS RFO class deviation, the class deviation shall govern to the extent applicable.

The Government reserves the right to add, delete, or revise solicitation provisions and contract clauses prior to award through written amendment as necessary to ensure compliance with applicable statutes, regulations, HHSAR requirements, and HHS Revolutionary FAR Overhaul (RFO) class deviations in effect on the date of award.