Combined Synopsis/Solicitation
RFQ-26-IHS1526579

SECTION A – Streamlined Solicitation for Commercial Items

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

(ii) Solicitation Number: RFQ-26-IHS1526579
This solicitation is issued as a request for quotation (RFQ).

(iii) This solicitation document and incorporated provisions and clauses are in effect through Federal Acquisition Circular (FAC) 2026-01, Effective 3/13/2026.

(iv) Contracting Officer's Business Size Selection: Small Business Set-Aside Indian Preference
NAICS Code: 518210 - Other Computing Infrastructure Providers, Data Processing
Small Business Size Standard: $40M

(v) Description of item(s) to be acquired:
This requirement is issued by the Dept. of Health and Human Services (DHHS), Program Support Center (PSC), Federal Occupational Health (FOH) to obtain acquire a nationwide Contractor-Owned/ Contractor-Operated (COCO), web-based respirator medical questionnaire and evaluation clearance program tool. This web-based respiratory medical clearance and evaluation program will provide a rapid cost-effective method to perform respiratory medical clearances, and a convenient method to evaluate geographically diverse Federal employees.

(vi) Dates and Place of Performance:
The period of performance contained in Section F.1: 1-year base with four (4) 1-year option periods
The place of performance: TBD

(vii) The provision at 52.212-1, Instructions to Offerors -- Commercial, applies to this acquisition with no addenda.

(viii) 52.212-2: Evaluation -- Commercial Items, applies to this acquisition and is contained in Section I.

(ix) Offerors shall include a completed copy of the provision at 52.212-3, Offeror Representations and Certifications -- Commercial Items, with its offer.

(x) The clause at 52.212-4, Contract Terms and Conditions -- Commercial Items, applies to this acquisition with no addenda.

(xi) The clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items, applies to this acquisition and is contained in Section I.

(xii) Additional Contract Requirement or Terms and Conditions: as contained in Sections B through I.

(xiii) Proposal Submission Information:

Reference Section L.2: offers are due no later than **June 29,2026 at 12:00 pm EST.** Both shall be sent via email to Maliaka.Pinkney@.hhs.gov.

(xiv) For additional information regarding the solicitation contact Maliaka Pinkney@hhs.gov.

Notice to Offerors:
The Government intends to award a single Firm Fixed Price Purchase Order contract for this requirement. The Government reserves the right to cancel this solicitation, either before or after the closing date. In the event the Government cancels this solicitation, the Government has no obligation to reimburse an offeror for any costs incurred in the preparation of their quote.

SECTION B – PRODUCTS OR SERVICES AND PRICES/COSTS

B.1 BRIEF DESCRIPTION OF SERVICES

This requirement is to acquire a base + 4 Option Periods for secure exchange data software.

B.2 TYPE OF CONTRACT

The contract type is Purchase Order (PO)

B.3 TYPE OF ORDERS

The Purchase Order issued under this PO contract shall be Firm Fixed Priced (FFP).

The initial purchase order will be no less than a quantity of 1,000 and will be issued upon contract award.

B.54 CONTRACT LINE ITEM PRICING (PO)

The price for each purchase order will be based on the fixed unit prices listed below and estimated quantity, or FFP amount, to be determined at the time of purchase order award.

The Contractor will be reimbursed in accordance with the pricing section of each purchase order for satisfactory performance of the work.

The contractor shall provide a pricing model that includes a per evaluation cost for the service listed in in the chart below. For the purposes of this contract, the total cost per unit is based on a single evaluation that may cover multiple respirator types, including negative and positive pressure respirators.

Offerors shall complete the following Pricing Chart by proposing a firm fixed per unit price for each task area, for each contract period (base and all options). The fixed price for each task area will be multiplied by the quantity requested for each purchase order; the total amount will serve as the ceiling price for each purchase order. The Contractor will be reimbursed in accordance with the pricing section of each purchase order for satisfactory performance of the work.

	BASE PERIOD: 07/01/2026 – 06/30/2027				
CLIN #	Item Description	Qty	Unit	Unit Price	Extended Price
0001	All Payer Eligibility Facility Fee	12	EA	$	$
0002	All Payer Eligibility	12	EA	$	$
0003	Medicare DDE	12	EA	$	$
0004	Medicare Claims	12	EA	$	$
0005	For Hospital/Inpatient Claims Status	12	EA	$	$

0006	All Payer Claims	12	EA	$	$
0007	All Payer Insurance Search	12	EA	$	$
				TOTAL:	$

	OPTION PERIOD 1: 07/01/2027 – 06/30/2028				
CLIN #	Item Description	Qty	Unit	Unit Price	Extended Price
1001	All Payer Eligibility Facility Fee	12	EA	$	$
1002	All Payer Eligibility	12	EA	$	$
1003	Medicare DDE	12	EA	$	$
1004	Medicare Claims	12	EA	$	$
1005	For Hospital/Inpatient Claims Status	12	EA	$	$
1006	All Payer Claims	12	EA	$	$
1007	All Payer Insurance Search	12	EA	$	$
				TOTAL:	$

	OPTION PERIOD 2: 07/01/2028 – 06/30/2029				
CLIN #	Item Description	Qty	Unit	Unit Price	Extended Price
2001	All Payer Eligibility Facility Fee	12	EA	$	$
2002	All Payer Eligibility	12	EA	$	$
2003	Medicare DDE	12	EA	$	$
2004	Medicare Claims	12	EA	$	$
2005	For Hospital/Inpatient Claims Status	12	EA	$	$
2006	All Payer Claims	12	EA	$	$
2007	All Payer Insurance Search	12	EA	$	$
				TOTAL:	$

	OPTION PERIOD 3: 07/01/2029 – 06/30/2030				
CLIN #	Item Description	Qty	Unit	Unit Price	Extended Price
3001	All Payer Eligibility Facility Fee	12	EA	$	$
3002	All Payer Eligibility	12	EA	$	$
3003	Medicare DDE	12	EA	$	$
3004	Medicare Claims	12	EA	$	$

3005	For Hospital/Inpatient Claims Status	12	EA	$	$
3006	All Payer Claims	12	EA	$	$
3007	All Payer Insurance Search	12	EA	$	$
				TOTAL:	$

	OPTION PERIOD 4: 07/01/2030 – 06/30/2031				
CLIN #	Item Description	Qty	Unit	Unit Price	Extended Price
4001	All Payer Eligibility Facility Fee	12	EA	$	$
4002	All Payer Eligibility	12	EA	$	$
4003	Medicare DDE	12	EA	$	$
4004	Medicare Claims	12	EA	$	$
4005	For Hospital/Inpatient Claims Status	12	EA	$	$
4006	All Payer Claims	12	EA	$	$
4007	All Payer Insurance Search	12	EA	$	$
				TOTAL:	$

In accordance with Section F.1, the period of performance for individual purchase orders can extend beyond the expiration date of the base PO and may include options which may extend up to 60 months. For these purchase order options that exceed the base Option Periods and are not priced in the base PO, a quote will be requested from the contractor for a FFP for each task, which will be negotiated and evaluated at the option period order level. Evaluation of these FFPs will use the same methodology as used to evaluate the base PO fixed unit prices contained in Section M and FAR Part 12.

SECTION C: DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK Reference Attachment 1 SOW

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING AND MARKING

All deliverables shall be delivered to the Contracting Officer's Representative (COR) identified in Section G and shall be marked as follows:

1. Name and address of the Contractor;
2. Contract Number;
3. Description of item contained therein; and
4. Consignee's name and address.

D.2 PAYMENT OF POSTAGE AND FEES

All postage and fees related to submitting information including forms, reports, etc. to the Contracting Officer or COR shall be paid by the Contractor.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE

Pursuant to FAR clause 52.212-4, all work described in Section C to be delivered under this contract is subject to final inspection and acceptance by an authorized representative of the Government. The authorized representative of the Government is the Contracting Officer's Representative (COR), who is responsible for inspection and acceptance of all services, materials, or supplies to be provided by the Contractor.

E.1.1 Inspection and Acceptance Criteria

Final inspection and acceptance of all work performed, reports and other deliverables will be performed at the place of delivery by the COR.

E.1.2 General Acceptance Criteria

General quality measures, as set forth below, will be applied to each work product received from the Contractor under this Statement of Work.

- Accuracy - Work Products shall be accurate in presentation, technical content, and adherence to accepted elements of style.
- Clarity - Work Products shall be clear and concise. Any/all diagrams shall be easy to understand and be relevant to the supporting narrative.
- Consistency to Requirements - All work products must satisfy the requirements of this Statement of Work.
- File Editing - All text and diagrammatic files shall be editable by the Government.
- Format - Work Products shall be submitted in hard copy and electronic copy. The electronic copy must be in a format as indicated in the Deliverables Table.

E.2 APPROVALS BY THE COR

All services delivered to the COR will be deemed to have been accepted 30 calendar days after date of delivery, except as otherwise specified in this contract, if written approval or disapproval has not been given within such period.

SECTION F – DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The period of performance shall consist of a base period of 12 months with four (4) 12-month option periods. The base period shall commence upon receipt of the approved PO by the CO.

The anticipated period of performance shall be for a base period of 12-months with four (4) 12-month option periods, as follows:

Base Period:	07/01/2026 – 06/30/2027
Option Period 1:	07/01/2027 – 06/30/2028
Option Period 2:	07/01/2028 – 06/30/2029
Option Period 3:	07/01/2029 – 06/30/2030
Option Period 4:	07/01/2030 – 06/30/2031

Option periods may be exercised in accordance with FAR Clause 52.217-9 entitled "Option to Extend the Term of the Contract."

The period of performance for individual option can extend beyond the expiration date of the PO. In accordance with FAR Part 17.207, Exercise of Options, options on purchase orders may be exercised after the expiration date of the PO. The Contractor shall not be required to make any deliveries under this contract after the completion of the order, including options, which should not extend 60 months, following the expiration of the PO ordering period.

F.2 PLACE OF PERFORMANCE

The work is to be performed at the contractor's facility or as specified in individual purchase order; the websites/services provided shall all be accessible on-line.

F.4 REPORTING REQUIREMENTS/DELIVERABLES

The contractor shall submit all required deliverables in accordance with the schedule established in each individual purchase order or as stated below. Deliverables submitted under each individual purchase order shall reference and cite the contract number and the specific purchase order number.

The contractor shall submit deliverables that are clear, concise, and complete, and that conform in format and structure to standards that shall be agreed to in advance between the Contractor and the COR. Certain types of deliverables shall be submitted in draft form initially, allowing the COR to review and provide additional information and/or clarification comments for possible inclusion in the final version.

F.5 DELIVERABLES

Reports

The Contractor shall deliver standard or custom reports upon request and/or via dashboard, to allow for monitoring monthly usage of the following:

- Claims Submissions
- Claims Status Checks
- Eligibility Checks
- Insurance Searches

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 AUTHORITIES OF GOVERNMENT PERSONNEL

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of this contract will require maximum coordination between the Government and the Contractor. The following individuals will be the Government's points of contact during the performance of this contract:

Contracting Officer
Name: TBD
Address:
Email:

All communications pertaining to contractual and/or administrative matters under this contract shall be sent to:

Contract Specialist
Name: Maliaka Pinkney
Address: 5600 Fishers Lane, Rockville MD 20852
Email: Maliaka.Pinkne@hhs.gov

Contracting Officer's Representative
Name: TBD
Address: TBD
Email: TBD

Note: The Contracting Officer is the only individual authorized to modify the contract.

G.2 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AUTHORITY

(a) Performance of work under this contract must be subject to the technical direction of the

Contracting Officer's Representative identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

(b) Technical direction must be within the scope of the specification(s)/work statement.

The Contracting Officer's Representative does not have authority to issue technical direction that:

(1) Constitutes a change of assignment or additional work outside the specification(s)/statement of work;

(2) Constitutes a change as defined in the clause entitled "Changes";

(3) In any manner causes an increase or decrease in the contract price, or the time required for contract performance;

(4) Changes any of the terms, conditions, or specification(s)/work statement of the contract;

(5) Interferes with the contractor's right to perform under the terms and conditions of the contract; or

(6) Directs, supervises or otherwise controls the actions of the contractor's employees.

(c) Technical direction may be oral or in writing. The Contracting Officer's Representative shall confirm oral direction in writing within five workdays, with a copy to the Contracting Officer.

(d) The contractor shall proceed promptly with performance resulting from the technical direction issued by the Contracting Officers, Representative. If, in the opinion of the contractor, any direction of the Contracting Officers, Representative, or his/her designee, falls within the limitations in (b), above, the contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government workday.

(e) Failure of the contractor and the Contracting Officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

G.3 INVOICES - COMMERCIAL

The Contractor must submit a separate invoice for each t order issued under the PO.

(1) Invoice Submission

The Contractor shall submit invoices once per month.

A proper invoice, with all required back-up documentation shall be sent electronically, via email, to the COR mailbox:

Contracting Officer's Representative (COR): TBD

A proper invoice, not including non-invoice related documents (i.e. deliverables, reports, balance statements) shall be sent electronically via IPP. The invoicing instructions will be included in the purchase order.

Invoices shall be submitted in accordance with the contract terms, i.e. payment schedule, progress payments, partial payments, deliverables, etc.

All calls concerning contract payment shall be directed to the COR.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(2) Invoice Elements

In accordance with FAR 52.212-4, Contract Terms and Conditions-Commercial Items, the Contractor shall submit an electronic invoice to the email addresses designated in the contract to receive invoices. A proper invoice must include the following items:

(i) Name and address of the Contractor;
(ii) Invoice date and number;
(iii) Contract number, contract line item number and, if applicable, the order number;
(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
(vi) Terms of any discount for prompt payment offered;
(vii) Name and address of official to whom payment is to be sent;
(viii) Name, title, and phone number of person to notify in event of defective invoice; and
(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
(x) Electronic funds transfer (EFT) banking information.
(A) The Contractor shall include EFT banking information on the invoice.
(B) In accordance with the requirements of the Debt Collection Improvement Act of 1996, all payments under this order will be made by electronic funds transfer (EFT). The Contractor shall provide financial institution information to the Finance Office designated above in accordance with FAR 52.232-33 Payment by Electronic Funds Transfer - System for Award Management.

Additionally, the Department of Health and Human Services (DHHS) requires:

(i) the invoice to break out price/cost by contract line item number (CLIN) as specified in the pricing section of the contract.
(ii) the invoice to include the Unique Entity Identifier Number (UEI) of the Contractor.

G.4 DATA TO BE DELIVERED

Any working papers, interim reports, data given by the Government or first produced by the contractor under the contract or collected or otherwise obtained by the contractor under the contract, or results obtained or developed by the contractor, including any subcontractors or consultants, pursuant to the fulfillment of this contract are to be delivered, documented, and formatted as directed by the COR.

In addition, information and data, which are held by the contractor related to the operation of their business and/or institution and which are obtained without the use of federal funds, shall be considered "PROPRIETARY DATA" and are not "subject data" to be delivered under this contract.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 EQUAL EMPLOYMENT OPPORTUNITY POSTERS

In order to comply with the notice posting requirements of FAR clause 52.222-26 Equal Opportunity as incorporated into the contract, the contractor shall obtain the posters from the following link: https://www1.eeoc.gov/employers/poster.cfm.

H.2 KEY PERSONNEL

The key personnel subject to HHSAR Clause 352.237-75 are as follows:

Name	Position Title

To be completed in individual purchase orders when applicable.

H.3 PROHIBITION AGAINST PERSONAL SERVICES

The Contractor shall not perform personal services under this contract. Contractor personnel are employees of the Contractor or its subcontractors and are under the administrative control and supervision of the Contractor. A Contractor supervisor must give all individual Contractor employee assignments and daily work direction. The Government will not supervise or direct Contractor employees in the performance of their assignments. If at any time the Contractor believes that any Government action or communication has been given that would create a personal service relationship between the Government and any Contractor employee, the contractor shall promptly notify the Contracting Officer of this communication or action. The Contractor shall not perform any inherently governmental functions under this contract. No

Contractor employee shall represent or give the appearance that he/she is a Government employee, agent or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. The Contractor is responsible for ensuring that all employees assigned to this contract understand and are committed to following these requirements.

SECTION I – FEDERAL ACQUISITION REGULATION CLAUSES

I.1 CONTRACT CLAUSES

FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) AND HEALTH AND HUMAN SERVICES ACQUISITION REGULATION CONTRACT CLAUSES

Clauses incorporated by reference:

FAR 52.204-9 -- Personal Identity Verification of Contractor Personnel (Jan 2011)
FAR 52.204-13 – System for Award Management Maintenance (Oct 2018)
FAR 52.204-18 - Commercial and Government Entity Code Maintenance (Aug 2020)
FAR 52.204-19 – Incorporation by Reference of Representations and Certifications (Dec 2014)
FAR 52.204-21 – Basic Safeguarding of Covered Contractor Information Systems (Nov 2021)
FAR 52.224-1 -- Privacy Act Notification (Apr 1984)
FAR 52.224-2 -- Privacy Act (Apr 1984)
FAR 52.237-3 -- Continuity of Services (Jan 1991)
FAR 52.237-10 -- Identification of Uncompensated Overtime (Mar 2015)
FAR 52.242-13 -- Bankruptcy (Jul 1995)
FAR 52.242-15 -- Stop-Work Order (Aug 1989)

HHSAR 352.203-70 - Anti-Lobbying (Dec 2015)
HHSAR 352.208-70 - Printing and Duplication (Dec 2015)
HHSAR 352.222-70 - Contractor Cooperation in Equal Employment Opportunity Investigations (Dec 2015)
HHSAR 352.223-70 - Safety and Health (Dec 2015)
HHSAR 352.224-70 - Privacy Act (Dec 2015)
HHSAR 352.224-71 - Confidential Information (Dec 2015)
HHSAR 352.226-1 – Indian Preference (Mar 2026)
HHSAR 352.226-6 – Indian Economic Enterprise Subcontracting Limitations (Oct 2024)
HHSAR 352.237-75 - Key Personnel (Dec 2015)
HHSAR 352.239-73 - Electronic Information and Technology Accessibility Notice (Dec 2015)

FAR 52.212-4 -- Contract Terms and Conditions -- Commercial Items (Nov 2023)

FAR 52.212-5 -- CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEVIATION 2018-O0021) (MAR 2026)

(a) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b)(1) Notwithstanding the requirements of any other clauses of this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b) (1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title

VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(v) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vii) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xiii)(A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

FAR 52.217-8 -- Option to Extend Services (Nov 1999)

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

(End of Clause)

FAR 52.217-9 -- Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 1 day prior to contract expiration, provided that the Government gives the Contractor a preliminary written notice of its intent to extend anytime prior to contract expiration. 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 5 years (60 months).

(End of Clause)

FAR 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): http://www.acquisition.gov/far/ and http://www.hhs.gov/hhsar/.

(End of clause)

FAR 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 Health and Human Services Acquisition Regulations (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)

HHSAR 352.226-1 INDIAN PREFERENCE (DEC 2015)

As prescribed in HHSAR 326.505(a), the Contracting Officer shall insert the following clause:

(a) The Contractor agrees to give preference in employment opportunities under this contract to Indians who can perform required work, regardless of age (subject to existing laws and regulations), sex, religion, or tribal affiliation. To the extent feasible and consistent with the efficient performance of this contract, the Contractor further agrees to give preference in employment and training opportunities under this contract to Indians who are not fully qualified to perform regardless of age (subject to existing laws and regulations), sex, religion, or tribal affiliation. The Contractor also agrees to give preference to Indian organizations and Indian-owned economic enterprises in the awarding of any subcontracts to the extent feasible and consistent with the efficient performance of this contract. The Contractor shall maintain the necessary statistical records to demonstrate compliance with this paragraph.

(b) In connection with the Indian employment preference requirements of this clause, the Contractor shall provide reasonable opportunities for training, incident to such employment. Such training shall include on-the-job, classroom, or apprenticeship training designed to increase the vocational effectiveness of an Indian employee.

(c) If the Contractor is unable to fill its employment and training opportunities after giving full consideration to Indians as required by this clause, the Contractor may satisfy those needs by selecting non-Indian persons in accordance with the clause of this contract entitled "Equal Opportunity."

(d) If no Indian organizations or Indian-owned economic enterprises are available under reasonable terms and conditions, including price, for awarding of subcontracts in connection with the work performed under this contract, the Contractor agrees to comply with the provisions of this contract involving utilization of small businesses; HUBZone small businesses; service-disabled, veteran-owned small businesses; 8(a) small businesses; veteran-owned small businesses; women-owned small businesses; or small disadvantaged businesses.

(e) As used in this clause,

(1) *Indian* means a person who is a member of an Indian tribe. If the Contractor has reason to doubt that a person seeking employment preference is an Indian, the Contractor shall grant the preference but shall require the individual provide evidence within 30 days from the tribe concerned that the person is a member of the tribe.

(2) *Indian tribe* means an Indian tribe, pueblo, band, nation, or other organized group or community, including Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act (85 Stat. 688; 43 U.S.C. 1601)

which the United States recognizes as eligible for the special programs and services provided to Indians because of its status as Indians.

(3) *Indian organization* means the governing body of any Indian Tribe or entity established or recognized by such governing body in accordance with the Indian Financing Act of 1974 (88 Stat. 77; 25 U.S.C. 1451).

(4) *Indian-owned economic enterprise* means any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, provided that such Indian ownership shall constitute not less than 51 percent of the enterprise, and that ownership shall encompass active operation and control of the enterprise.

(f) The Contractor agrees to include the provisions of this clause, including this paragraph (f) of this clause, in each subcontract awarded at any tier under this contract.

(g) In the event of noncompliance with this clause, the Contracting Officer may terminate the contract in whole or in part or may pursue any other remedies authorized by law or by other provisions of the contract.

(End of clause)

HHSAR 352.226-6 INDIAN ECONOMIC ENTERPRISE SUBCONTRACTING LIMITATIONS

As prescribed in HHSAR 326.604-2(e)(3), the Contracting Officer shall insert the following clause:

(a) Definitions as used in this clause.

(1) *Indian Economic Enterprise* means any business activity owned by one or more Indians or Indian Tribes that is established for the purpose of profit provided that: The combined Indian or Indian Tribe ownership must constitute not less than 51 percent of the enterprise; the Indians or Indian Tribes must, together, receive at least a majority of the earnings from the contract; and the management and daily business operations of an enterprise must be controlled by one or more individuals who are Indians. To ensure actual control over the enterprise, the individuals must possess requisite management or technical capabilities directly related to the primary industry in which the enterprise conducts business. The enterprise must meet these requirements throughout the following time periods:

(i) At the time an offer is made in response to a written solicitation;

(ii) At the time of the contract award; and

(iii) During the full term of the contract.

(2) *Subcontract* means any contract, as defined in FAR subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(3) *Subcontractor* means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

(b) Required Percentages of work by the concern. The contractor must comply with FAR 52.219-14, Limitations on Subcontracting clause in allocating what percentage of work to subcontract. The contractor shall not subcontract work exceeding the subcontract limitations in FAR 52.219-14 to a concern other than a responsible Indian Economic Enterprise.

(c) Any work that an IEE subcontractor does not perform with its own employee shall be considered subcontracted work for the purpose of calculating percentages of subcontract work in accordance with FAR 52.219-14 Limitations on Subcontracting.

(d) Cooperation. The contractor must:

(1) Carry out the requirements of this clause to the fullest extent; and

(2) Cooperate in any study or survey that the CO, Indian Health Service or its agents may conduct to verify the contractor's compliance with this clause.

(e) Incorporation in Subcontracts. The contractor must incorporate the substance of this clause, including this paragraph (e), in all subcontracts for general services, A&E services and construction awarded under this contract.

(End of clause)

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

(a) Pursuant to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998, all electronic and information technology (EIT) supplies and services developed, acquired, or maintained under this contract or order must comply with the "Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards" set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the "Access Board") in 36 CFR part 1194. Information about Section 508 is available at http://www.hhs.gov/web/508. The complete text of Section 508 Final Provisions can be accessed at http://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards.

(b) The Section 508 accessibility standards applicable to this contract or order are identified in the Statement of Work or Specification or Performance Work Statement. The contractor must provide any necessary updates to the submitted HHS Product Assessment Template(s) at the end of each contract or order exceeding the simplified acquisition threshold (see FAR 2.101) when

the contract or order duration is one year or less. If it is determined by the Government that EIT supplies and services provided by the Contractor do not conform to the described accessibility standards in the contract, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

(c) The Section 508 accessibility standards applicable to this contract are:

1194.21 Software Applications and Operating Systems
1194.22 Web-based Internet information and applications
1194.31 Functional Performance Criteria
1194.41 Information, documentation, and support

(d) In the event of a modification(s) to this contract or order, which adds new EIT supplies or services or revises the type of, or specifications for, supplies or services, the Contracting Officer may require that the contractor submit a completed HHS Section 508 Product Assessment Template and any other additional information necessary to assist the Government in determining that the EIT supplies or services conform to Section 508 accessibility standards. Instructions for documenting accessibility via the HHS Section 508 Product Assessment Template may be found under Section 508 policy on the HHS website: (http://www.hhs.gov/web/508). If it is determined by the Government that EIT supplies and services provided by the Contractor do not conform to the described accessibility standards in the contract, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

(e) If this is an Indefinite Delivery contract, a Blanket Purchase Agreement or a Basic Ordering Agreement, the task/delivery order requests that include EIT supplies or services will define the specifications and accessibility standards for the order. In those cases, the Contractor may be required to provide a completed HHS Section 508 Product Assessment Template and any other additional information necessary to assist the Government in determining that the EIT supplies or services conform to Section 508 accessibility standards. Instructions for documenting accessibility via the HHS Section 508 Product Assessment Template may be found at http://www.hhs.gov/web/508. If it is determined by the Government that EIT supplies and services provided by the Contractor do not conform to the described accessibility standards in the provided documentation, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

(End of clause)

SECTION J – List of Attachments

Attachment 1 –Statement of Work (SOW)

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS

K.1 North American Industry Classification System Code

(1) The North American Industry Classification System (NAICS) code for this acquisition is: 518210 - Other Computing Infrastructure Providers, Data Processing

(2) The small business size standard is $40M

K.2 Clauses and Provisions incorporated by reference

FAR 52.204-17 Ownership or Control of Offeror (Aug 2020)
FAR 52.209-2 -- Prohibition on Contracting with Inverted Domestic Corporations-- Representation (Nov 2015)

FAR 52.209-11 – Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L 113-235), and similar provisions, if contained in subsequent appropriations acts, 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)

FAR 52.212-3 -- Offeror Representations and Certifications -- Commercial Items (Oct 2025)

SECTION L: INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1

SUBMISSION

Offers must be submitted no later than **June 29, 2026, by 12:00 pm EST**. The Offeror shall submit one (1) electronic version of this completed SF18 along with any exception to the terms and conditions or assumptions made in pricing the line items in a cover page to the Government. The proposal shall be delivered via email to the Contract Specialist at the following address:

Maliaka.Pinkney@hhs.gov

NOTE: It is highly recommended to request a delivery/read receipt to insure the Contract Specialist receives the submission by the due date and time. Failure to use the specified mailing address or insure delivery could result in your proposal being delivered late.

L.3. General Instructions

The following instructions establish the acceptable minimum requirements for the format and content of your proposal. Your proposal must be submitted in accordance with these instructions. Refer to section C.5 of the performance work statement for information on the requirements of federal information processed on government owned/contractor operated or contractor owned/contractor operated systems.

The Offeror's proposal must be prepared in two (2) separate volumes:

1. Volume I – "Technical Volume"
2. Volume II – "Price/Business Volume"

Each volume shall be separate and complete so that the evaluation of one volume may be accomplished independently of another volume. The Request for Proposal (RFP) number should be included on the front cover of each volume. The Government will evaluate the proposal in accordance with the evaluation criteria set forth in the solicitation.

This RFP does not commit the Government to pay any of the costs associated with the preparation and submission of your proposal. In addition, the Contracting Officer is the only individual authorized to legally commit the Government to the expenditure of public funds in connection with this requirement. By submitting a proposal in response to this solicitation, it is understood that your proposal shall become a part of the official contract file.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 GENERAL EVALUATION INSTRUCTIONS

The Government does not anticipate requesting revisions to proposals conducting discussions. However, the Government reserves the right to enter into discussions, and request proposal revisions if determined necessary to establish reasonable pricing.

M.2 BASIS FOR AWARD

1. This acquisition will utilize the Lowest Price Technically Acceptable Source Selection Process utilizing commercial streamlined evaluation procedures under FAR 12.602 – Streamlined Evaluation of Offers. Award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors. Trade-offs are not permitted.

The Federal Acquisition Regulation (FAR), Health and Human Services Acquisition Regulation supplement (HHSAR) are available electronically (http://farsite.hill.af.mil). By submission of its offer, the offeror accedes to all solicitation requirements, including terms and conditions of the basic contract and as contained herein, representations and certifications, and technical requirements, in addition to those identified as evaluation factors or subfactors. Offerors must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale.

The Source Selection Authority (SSA) will base the source selection decision on an integrated assessment of proposals against all source selection criteria in the solicitation (described below).

2. While the Government source selection evaluation team and the SSA will strive for maximum objectivity, the source selection process, by its nature, is subjective and, therefore, professional judgment is implicit throughout the entire process. The Government reserves the right to award without discussions therefore; each initial offer should contain the offerors best terms from a price and technical standpoint. The Government reserves the right to negotiate any and all aspects of the proposal (technical and price)

M.2.1 Clauses incorporated by full text:

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

(a) 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:

> *(i)* ***Factor 1: technical capability*** *of the item offered to meet the Government requirement;*
>
> *(ii)* ***Factor 2: business/price***

(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) 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)

M.3 ADDITIONAL INFORMATION

M.3.1 Responsibility

To be eligible for award, an Offeror must be determined responsible in accordance with the standards in FAR 9.1.

M.3.2 Organizational Conflict Of Interest

If the Government determines that an organizational conflict of interest (OCI) exists, that cannot be satisfactorily avoided, neutralized or mitigated or waived, the CO may determine that the offeror will not be eligible for award. The Government reserves the right to consider mitigation plans proposed by the apparent successful offeror. If this acquisition is governed by FAR Part 15, the process of approving an OCI mitigation plan and revisions to such a plan does not constitute discussions as described in FAR 15.306.

M.3.3 Solicitation Requirements, Terms and Conditions

Offeror is required to meet all solicitation requirements, such as complete terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors. Failure to meet a requirement may result in the offer being ineligible for award. Offeror must clearly identify any exception to the solicitation terms and conditions and provide accompanying rationale.