NOTICE TO CONTRACTOR

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Federal Acquisition Regulation Overhaul (RFO) Part 12. This announcement constitutes the only solicitation; quotes are being requested, and a separate written solicitation will not be issued. The solicitation number is **HT941026Q2043**. It is issued as a Request for Quote (RFQ). The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2026-01 effective 03/13/2026 and Defense Federal Acquisition Regulation Supplement (DFARS) effective 05/07/2026. The North American Industry Classification System (NAICS) Code for this acquisition is 811210. The size standard is $34 (Millions of Dollars). This solicitation is 100% set aside for small businesses. It is the responsibility of the contractor to be familiar with the applicable clauses and provisions.

This requirement is for: Test, Measurement, and Diagnostics Equipment (TMDE) Calibration/ Maintenance Services.

Defense Health Agency (DHA) Healthcare Contracting Division – West (HCD-W) requests responses from qualified sources capable of providing the following:

To procure a Firm-Fixed-Priced (FFP), non-personal services contract for U.S. Naval Hospital Yokosuka (USNHY), Branch Health Clinic (BHC) Iwakuni, Japan, and BHC Diego Garcia. The Contractor will provide a trained technician who shall perform calibration and preventive maintenance services for the items listed in the enclosed Equipment lists provided in the package for USNHY enterprise. The company will provide all supplies and transportation for technicians to perform the stated calibration and maintenance. The scope of work performed under these specifications includes the furnishing of all labor to perform all requested services on listed equipment. The Contractor shall maintain the equipment within the original equipment manufacturer (OEM) specification, in accordance with the Federal, State, and Local law regulations, U.S. Navy regulations, DHA instructions, and the Joint Commission requirement. The company will calibrate the equipment to the ISO 17025 standards and ANSI Z540.3 which are required by DHA-Inspector and guidance outlined in DHA-AI 6430.11. U.S. Navy regulations and instructions will be made available upon request. When product recalls or upgrades are necessary to maintain the equipment in service within the original manufacture, only OEM trained and National Association of Special Equipment Distributors (NASED) certified repair personnel to provide maintenance services on the equipment. The contractor shall perform to the standards in the PWS.

Items required:

Base Year

CLIN 0001:	TMDE Calibration/ Maintenance Services
Location:	USNHY, Japan
Period of Performance (POP):	17 Sep 2026 - 16 Sep 2027
Quantity:	1
Unit of Issue:	Job (12 months)

CLIN 0002:	TMDE Calibration/ Maintenance Services
Location:	BHC Iwakuni, Japan
Period of Performance (POP):	17 Sep 2026 - 16 Sep 2027
Quantity:	1
Unit of Issue:	Job (12 months)

CLIN 0003:	TMDE Calibration/ Maintenance Services

Location: BHC Diego Garcia
Period of Performance (POP): 17 Sep 2026 - 16 Sep 2027
Quantity: 1
Unit of Issue: Job (12 months)

Option Year One
CLIN 1001: TMDE Calibration/ Maintenance Services
Location: USNHY, Japan
Period of Performance (POP): 17 Sep 2027 - 16 Sep 2028
Quantity: 1
Unit of Issue: Job (12 months)

CLIN 1002: TMDE Calibration/ Maintenance Services
Location: BHC Iwakuni, Japan
Period of Performance (POP): 17 Sep 2027 - 16 Sep 2028
Quantity: 1
Unit of Issue: Job (12 months)

CLIN 1003: TMDE Calibration/ Maintenance Services
Location: BHC Diego Garcia
Period of Performance (POP): 17 Sep 2027 - 16 Sep 2028
Quantity: 1
Unit of Issue: Job (12 months)

Option Year Two
CLIN 2001: TMDE Calibration/ Maintenance Services
Location: USNHY, Japan
Period of Performance (POP): 17 Sep 2028 - 16 Sep 2029
Quantity: 1
Unit of Issue: Job (12 months)

CLIN 2002: TMDE Calibration/ Maintenance Services
Location: BHC Iwakuni, Japan
Period of Performance (POP): 17 Sep 2028 - 16 Sep 2029
Quantity: 1
Unit of Issue: Job (12 months)

CLIN 2003: TMDE Calibration/ Maintenance Services
Location: BHC Diego Garcia
Period of Performance (POP): 17 Sep 2028 - 16 Sep 2029
Quantity: 1
Unit of Issue: Job (12 months)

Option Year Three
CLIN 3001: TMDE Calibration/ Maintenance Services
Location: USNHY, Japan
Period of Performance (POP): 17 Sep 2029 - 16 Sep 2030
Quantity: 1
Unit of Issue: Job (12 months)

CLIN 3002: TMDE Calibration/ Maintenance Services

Location:	BHC Iwakuni, Japan
Period of Performance (POP):	17 Sep 2029 - 16 Sep 2030
Quantity:	1
Unit of Issue:	Job (12 months)

CLIN 3003:	TMDE Calibration/ Maintenance Services
Location:	BHC Diego Garcia
Period of Performance (POP):	17 Sep 2029 - 16 Sep 2030
Quantity:	1
Unit of Issue:	Job (12 months)

Option Year Four

CLIN 4001:	TMDE Calibration/ Maintenance Services
Location:	USNHY, Japan
Period of Performance (POP):	17 Sep 2030 - 16 Sep 2031
Quantity:	1
Unit of Issue:	Job (12 months)

CLIN 4002:	TMDE Calibration/ Maintenance Services
Location:	BHC Iwakuni, Japan
Period of Performance (POP):	17 Sep 2030 - 16 Sep 2031
Quantity:	1
Unit of Issue:	Job (12 months)

CLIN 4003:	TMDE Calibration/ Maintenance Services
Location:	BHC Diego Garcia
Period of Performance (POP):	17 Sep 2030 - 16 Sep 2031
Quantity:	1
Unit of Issue:	Job (12 months)

Six Month Extension

CLIN 5001:	TMDE Calibration/ Maintenance Services
Location:	USNHY, Japan
Period of Performance (POP):	17 Sep 2031 - 16 Mar 2032
Quantity:	1
Unit of Issue:	Job (6 months)

CLIN 5002:	TMDE Calibration/ Maintenance Services
Location:	BHC Iwakuni, Japan
Period of Performance (POP):	17 Sep 2031 - 16 Mar 2032
Quantity:	1
Unit of Issue:	Job (6 months)

CLIN 5003:	TMDE Calibration/ Maintenance Services
Location:	BHC Diego Garcia
Period of Performance (POP):	17 Sep 2031 - 16 Mar 2032
Quantity:	1
Unit of Issue:	Job (6 months)

<u>This acquisition incorporates by reference the following FAR provisions and clauses</u>:

52.202-1 Definitions (Jun 2020)
52.203-3 Gratuities (Apr 1984)
52.203-6 Restrictions on Subcontractor Sales to the Government (Jun 2020)
52.203-6 ALT 1 (Nov 2021)
52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2024)
52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Jun 2020)
52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (Jan 2017)
52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
52.204-7 System for Award Management (Oct 2018)
52.204-9 Personal Identity Verification of Contractor Personnel (Jan 2011)
52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020)
52.204-13 System for Award Management Maintenance (Oct 2018)
52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Aug 2025)
52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
52.212-4 Contract Terms and Conditions—Commercial Products and Commercial Services (Nov 2023)
52.217-5 Evaluation of Options (Jul 1990)
52.219-6 Notice of Total Small Business Set-Aside (Feb 2026)
52.219-14 Limitations on Subcontracting
52.222-50 Combating Trafficking in Persons (Sep 2025)
52.222-50 ALT 1 (March 2015)
52.222-53 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014)
52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024)
52.229-11 Tax on Certain Foreign Procurements—Notice and Representation (Jul 2025)
52.229-12 Tax on Certain Foreign Procurements (Jul 2025)
52.232-18 Availability of Funds (Apr 1984)
52.232-33 Payment by Electronic Funds Transfer--System for Award Management (Oct 2018)
52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)
52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)
52.233-2 Service of Protests (Aug 2025)
52.233-3 Protest After Award (Aug 2025)
52.233-4 Applicable Law for Breach of Contract Claim(Aug 2025)
52.237-1 Site Visit (Apr 1984)
52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
52.247-34 F.O.B. Destination (Jan 1991)

<u>The following additional Defense Federal Acquisition Regulation Supplement (DFARS) provisions and clauses applicable to this acquisition are incorporated by reference</u>:

252.201-7000 Contracting Officer’s Representative (Dec 1991)
252.203-7000 Requirements Relating to Compensation of Former DoD Officials (Sep 2011)
252.203-7002 Requirement to Inform Employees of Whistleblower Rights (Dec 2022)
252.203-7005 Representation Relating to Compensation of Former DoD Officials (Sep 2022)
252.204-7003 Control of Government Personnel Work Product (Apr 1992)

252.204-7004	Antiterrorism Awareness Training for Contractors (Jan 2023)
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls (Oct 2016)
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2024-O0013, Revision 1) (May 2024)
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support (Jan 2023)
252.204-7016	Covered Defense Telecommunications Equipment or Services—Representation (Dec 2019)
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services—Representation (May 2021)
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services (Jan 2023)
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements (Nov 2023)
252.204-7020	NIST SP 800-171 DoD Assessment Requirements (Nov 2023)
252.204-7022	Expediting Contract Closeout (May 2021)
252.204-7024	Notice on the Use of the Supplier Performance Risk System (Mar 2023)
252.205-7000	Provision of Information to Cooperative Agreement Holders (Jun 2023)
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism (May 2019)
252.215-7008	Only One Offer (Dec 2022)
252.222-7002	Compliance with Local Labor Laws (Jun 1997)
252.223-7008	Prohibition of Hexavalent Chromium (Jan 2023)
252.225-7012	Preference for Certain Domestic Commodities (Apr 2022)
252.225-7041	Correspondence in English (Jun 1997)
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States (Jun 2015)
252.225-7048	Export-Controlled Items (Jun 2013)
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten (May 2024)
252.225-7055	Representation Regarding Business Operations with the Maduro Regime (May 2022)
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime (Jan 2023)
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region–Certification (Dec 2022)
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region (Jan 2023)
252.225-7966	Prohibition Regarding Russian Fossil Fuel Business Operations—Representation (DEVIATION 2024-O0006, Revision 1) (Mar 2024)
252.225-7967	Prohibition Regarding Russian Fossil Fuel Business Operations (DEVIATION 2024-O0006, Revision 1) (Feb 2024)
252.225-7976	Contractor Personnel Performing in Japan (DEVIATION 2018-O0019) (Aug 2018)
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Jan 2023)
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports (Dec 2018)
252.232-7006	Wide Area WorkFlow Payment Instructions (Jan 2023)
252.232-7010	Levies on Contract Payments (Dec 2006)
252.239-7098	Prohibition on Contracting to Maintain or Establish a Computer Network Unless Such Network is Designed to Block Access to Certain Websites—Representation (DEVIATION 2021-O0003) (Apr 2021)
252.243-7001	Pricing of Contract Modifications (Dec 1991)
252.243-7002	Requests for Equitable Adjustment (Dec 2022)
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts) (Jan 2023)
252.247-7023	Transportation of Supplies by Sea—Basic (Jan 2023)

The following FAR provisions and clauses incorporated by full text apply to this acquisition:

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

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

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such

as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (AUG 2025)

(a) *Submission of offers*. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers shall include—

(1) The solicitation number;

(2) The name, address, telephone number of the Offeror;

(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;

(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.

Addendum to FAR 52.212-1, Instructions to Offerors—Commercial Products and Commercial Services

The following is inserted as new paragraph (f) of the provision:

(f) QUOTER INSTRUCTIONS

The Government intends to award a firm-fixed-price (FFP) contract resulting from this RFQ to the responsible Quoter, whose quote conforms to the solicitation and is the most advantageous (best value) to the Government, price and other factors considered as defined in the EVALUATION FACTORS FOR AWARD section below. The Government will review the quotes received to determine if they are compliant with the RFQ requirements. A compliant quote is one that meets all of the terms, conditions, and specifications in the RFQ. The Quoter must provide all documents listed and comply with all RFQ instructions in order for their quote to be considered "compliant" with this RFQ. Only compliant quotes will be evaluated for award.

All questions regarding the RFQ, of a contractual or technical nature, must be submitted electronically by email to gilberto.a.esteves.civ@health.mil no later than 08:00 am PDT on July 02, 2026. Questions submitted after the specified date and time may not receive a response. Questions, along with the Government's responses, will be posted as an attachment to the RFQ. Please be advised that the Government reserves the right to transmit those questions and answers of a common interest to all prospective Quoters.

Electronic Submission of Quotes:
Quotations shall be submitted electronically via email to Gilberto A. Esteves:
gilberto.a.esteves.civ@health.mil

Quoters are instructed to electronically submit their technical and past performance quotation in separate files, formatted in Portable Document Format (PDF) with a .pdf file extension as follows:

- FACTOR 1: Technical Capability:
Service
Ability to meet the performance work statement shall be demonstrated by the offeror's submission of a document that addresses how they will accomplish all applicable objectives, tasks and guidelines. The Quoter shall submit a document, not to exceed two (2) pages, demonstrating the Quoter's technical capability to perform the required services in accordance with the PWS. The quoter shall specifically address each element identified under DETAILED WORK REQUIREMENTS section of the PWS.

Offerors are cautioned against restating PWS requirements in their proposal, particularly with regard to technical requirements; and must state how all requirements will be met. Statements such as "the offeror understands" and "the offeror shall/can comply", along with reference or industry references does not reflect that the offeror understands the requirements and will likely result in a diminished evaluation rating.

- FACTOR 2: Past Performance:
The Quoter shall use Attachment 2 (Past Performance Questionnaire) to provide completed references for two (2) projects where you have provided RECENT and RELEVANT performance of the same or similar services required in this solicitation within the past three (3) years from the date of issuance of this RFQ. Past performance will be evaluated based on information from references provided and from authorized Government past performance systems and resources, including Supplier Performance Risk System (SPRS) and the Contractor Performance Assessment Rating System (CPARS).

RECENT is defined as services performed within the past three (3) years from the date of issuance of this RFQ. RELEVANT is defined as services the same as or similar to the services specified in the PWS. Past performance information not meeting the above criteria will not be used for evaluation.

- FACTOR 3: Price:
The Quoter shall use Attachment 3 (Quote Sheet) to submit a firm-fixed-price for all contract line-item numbers (CLINs) identified. Attachment 3 (Quote Sheet) shall be completed and signed, with acknowledgment of all amendments to the solicitation. No attempt to reformat or remove cells is authorized. Submission of pricing data shall be complete and accurate. Incomplete pricing may result in a Quoter's quotation being deemed ineligible for award.

LATE SUBMISSIONS MAY NOT BE CONSIDERED.

It is a Quoter's responsibility, when transmitting its quote electronically, to ensure the quote's timely delivery by transmitting the quote sufficiently in advance of the time set for receipt of quotes to allow for timely receipt by the Government no later than the date and time stated in this RFQ. Quoters shall allow adequate time to upload files, which may be slower for non-DoD users, and to avoid other technical difficulties that may be encountered. A Quoter risks the late receipt and rejection of a quote where it delays transmitting its quote until the last few minutes before the time set for receipt of quotes. Quotes that are received after the date and time stated in this RFQ will not be considered except at the discretion of the Contracting Officer; the Contracting Officer reserves full discretion to accept any late quotes at any time prior to award if it serves the best interest of the Government.

Quoters are responsible for submitting their quote in the format specified, consistent with requirements stated elsewhere in this RFQ. Quoters are asked to submit only the information required. Files that cannot be opened or are otherwise missing the required content are the responsibility of the Quoters. Submissions that do not adhere to format and content requirements may be considered non-compliant. The Government reserves the right to eliminate any such quotes from consideration for award.

Quoters are instructed to electronically submit their pricing quotation in a separate file, formatted in PDF with a .pdf file extension and a spreadsheet file with a .xlsx extension by email to gilberto.a.esteves.civ@health.mil.

Quotations must be received no later than 08:00 am PDT on July 16, 2026.

(End of provision)

52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

(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 quotes:

(1) Technical Capability
(2) Past Performance
(3) Price

Technical Capability will be rated on an Acceptable/Unacceptable basis, and Past Performance will be more important than price.

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

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

Addendum to FAR 52.212-2, Evaluation—Commercial Products and Commercial Services

The following is inserted as new paragraph (d) of the provision:

(d) EVALUATION FACTORS FOR AWARD

Contract award shall be made on a "Past Performance Price Tradeoff" basis. This process allows for a tradeoff between past performance and price and allows the Government to accept other than the lowest priced quote or other than the highest rated quote to achieve a best-value contract award. This may result in an award to a higher-rated, higher-priced quote if the Government determines that the past performance of the higher-priced quote outweighs the price difference. The selection process is subjective by nature and professional judgment is implicit throughout the tradeoff process.

The Quoter's technical capability will be evaluated to determine if it is acceptable or unacceptable in accordance with the evaluation criteria stated in this RFQ. If a Quoter's technical capability is determined to be unacceptable, the Quoter will no longer be considered for award. Award will be made to the Quoter providing a quote that is deemed most advantageous to the Government, whose technical capability has been determined to be "Acceptable" and trading off past performance against price. **Past performance is more important than price.**

The Government intends to award based on initial quotes. Notwithstanding this intent, the Contracting Officer reserves the right to conduct exchanges if it is within the best interest of the Government, a matter within their discretion.

Certified cost or pricing data is not required for commercial acquisitions or for acquisitions at or below the simplified acquisition threshold. However, if only one proposal is received, other than certified cost or pricing data may be required.

FACTOR 1: TECHNICAL CAPABILITY:

The Government will use the following ratings/descriptions in Table 1 when evaluating technical capability:

Table 1. Technical Capability Ratings

Rating	Description
Acceptable	Quote clearly demonstrates the Quoter's technical capability to perform the required services in accordance with the Performance Work Statement.
Unacceptable	Quote does not clearly demonstrate the Quoter's technical capability to perform the required services in accordance with the Performance Work Statement.

If a quote is rated Unacceptable in Technical Factor 1, the quoter will no longer be eligible for award nor be evaluated in any remaining factors.

FACTOR 2: PAST PERFORMANCE:

The Government will evaluate past performance by reviewing the Quoter's submitted past performance information and information from other sources that may include, but are not limited to, Government personnel and information retrieved through SPRS and CPARS.

The past performance evaluation will result in an integrated assessment of the Quoter's probability of successfully performing the RFQ requirements. The past performance evaluation considers each Quoter's demonstrated recent and relevant record of performance in performing services the same as or similar to the services specified in the PWS. The Government will consider the recency and relevance of the information, the source of the information, context of the data, and general trends in the Quoter's performance. The past performance confidence assessment rating is based on the Quoter's overall record of recency, relevancy, and quality of performance. These are combined to establish one performance confidence assessment rating for each Quoter.

The Government will use the following relevancy definitions in Table 2 when determining relevant past performance:

Table 2. Relevancy

Relevancy	Definition
Relevant	Past performance effort involved performance of services the same as or similar to the services specified in the PWS

Not Relevant	Past performance effort involved little or no performance of services the same as or similar to the services specified in the PWS.

The Government will use the following ratings/descriptions in Table 3 when evaluating past performance:

Table 3. Performance Confidence Assessment Ratings

Rating	**Description**
Substantial Confidence	Based on the Quoter's recent/relevant performance record, the Government has a high expectation that the Quoter will successfully perform the required effort.
Satisfactory Confidence	Based on the Quoter's recent/relevant performance record, the Government has a reasonable expectation that the Quoter will successfully perform the required effort.
Neutral Confidence	No recent/relevant performance record is available or the Quoter's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The Quoter may not be evaluated favorably or unfavorably on the factor of past performance.
Limited Confidence	Based on the Quoter's recent/relevant performance record, the Government has a low expectation that the Quoter will successfully perform the required effort.
No Confidence	Based on the Quoter's recent/relevant performance record, the Government has no expectation that the Quoter will be able to successfully perform the required effort.

Offerors without a record of recent, relevant and quality past performance or for whom information on past performance is so sparse that no meaningful confidence assessment rating can be reasonably assigned will not be evaluated favorably or unfavorably on past performance and, as a result, will receive a "Neutral Confidence" rating for the Past Performance factor. Offerors rated Limited or No Confidence will NOT be considered for the tradeoff decision.

FACTOR 3: PRICE:

The Government will evaluate the quoted price for price reasonableness. The following price analysis techniques may be used to ensure a fair and reasonable price:

- Comparison of quoted prices received in response to the solicitation.
- Comparison of quoted prices with the independent Government estimate.
- Comparison of quoted prices with available historical information.
- Comparison of quoted prices with prices obtained through market research for the same or similar items.

The quoted price will be evaluated for the entire effort, inclusive of all options. Evaluation of options shall not obligate the Government to exercise the option(s).

Price must be determined fair and reasonable in order to be eligible for award. A price is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business. A price that is found to be unreasonably high may be indicative of an inherent lack of understanding of the solicitation requirements and may result in the overall quote not being considered for award.

(End of provision)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

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 at any time provided that the Government gives the Contractor a preliminary written notice of its intent to extend at any time 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 5.5 years.

(End of Clause)

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):

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

(End of provision)

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):

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

(End of clause)

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 provision.

(b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

As prescribed in 52.107(f), insert the following clause in solicitations and contracts that include any FAR

(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 Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

The following Defense Health Agency (DHA) Procedures, Guidance, and Information (PGI) apply to this acquisition:

DHA PGI 203.104-7 VIOLATIONS OR POSSIBLE VIOLATIONS (January 23, 2020)

IMPROPER BUSINESS PRACTICES AND PERSONAL CONFLICTS OF INTEREST

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

1. The Offeror's attention is directed to FAR, Part 3 and DFARS, Part 203, "Improper Business Practices and Personal Consultant Conflicts of Interest."

2. DFARS 252.203-7005 Representation Relating to Compensation of Former DoD Officials (Nov 2011)

(a) *Definition*. "Covered DoD official" is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to undertake activities on behalf of the offeror for any resulting contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2.

(End of provision)

3. *Use of Former DoD/Defense Health Agency (DHA) Employees and Uniformed Service Members in Proposal Preparation*.

The involvement of a former DoD/DHA employee/member in an offeror's proposal preparation may give rise to an unfair competitive advantage or the appearance thereof, if the former DoD/DHA employee/ member acquired non-public, competitively-useful information in his or her former position. Such knowledge could include proprietary information of competitor's performance on past or current contracts with similar requirements or source selection sensitive information pertaining to this procurement. Consequently, the Offeror must notify the Contracting Officer prior to the involvement in the proposal preparation by a former DoD/DHA employee/member reasonably expected to have had access to such information. Based on the notification, the Contracting Officer will make a determination whether involvement of the former DoD/DHA employee/member in proposal preparation could create an unfair competitive advantage or appearance thereof. The Contracting Officer will further determine whether any mitigation measures taken or proposed by the offeror are adequate to alleviate this concern or whether the offeror will be disqualified from the competition. Failure to comply with these procedures may result in the offeror's disqualification for award.

(End of provision)

<u>CONTRACT CLAUSES</u>

1. DFARS 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (Sep 2011)

(a) *Definition*. "Covered DoD official," as used in this clause, means an individual that—

(1) Leaves or left DoD service on or after January 28, 2008; and

(2) (i) Participated personally and substantially in an acquisition as defined in 41 U.S.C. 131 with a value in excess of $10 million, and serves or served—

(A) In an Executive Schedule position under subchapter II of chapter 53 of Title 5, United States Code;

(B) In a position in the Senior Executive Service under subchapter VIII of chapter 53 of Title 5, United States Code; or

(C) In a general or flag officer position compensated at a rate of pay for grade O-7 or above under section 201 of Title 37, United States Code; or

(ii) Serves or served in DoD in one of the following positions: program manager, deputy program manager, procuring contracting officer, administrative contracting officer, source selection authority, member of the source selection evaluation board, or chief of a financial or technical evaluation team for a contract in an amount in excess of $10 million.

(b) The Contractor shall not knowingly provide compensation to a covered DoD official within 2 years after the official leaves DoD service; without first determining that the official has sought and received, or has not received after 30 days of seeking, a written opinion from the appropriate DoD ethics counselor regarding the applicability of post-employment restrictions to the activities that the official is expected to undertake on behalf of the Contractor.

(c) Failure by the Contractor to comply with paragraph (b) of this clause may subject the Contractor to rescission of this contract, suspension, or debarment in accordance with 41 U.S.C. 2105(c).

(End of clause)

DHA PGI 211.106 PURCHASE DESCRIPTIONS FOR SERVICE CONTRACTS (April 4, 2014)

PROPER IDENTIFICATION OF CONTRACTOR PERSONNEL

1. Contractors, including subcontractors at all tiers, shall provide for a clear distinction from Government personnel. Contractor employees shall not act, advertise, or presume to be Government employees, agents, or representatives. Contractor employees are required to appropriately identify themselves as contractor employees at all times, including in telephone conversations, formal and informal written correspondence, paper and electronic, and in any other situation where their actions could be construed as acts of Government officials, unless, in the judgment of the Government, no harm can come from failing to identify themselves. Contractor employees shall be introduced as contractor personnel and display distinguishing visible identification at all times whether in conversations, meetings, or other forms of communication with Government personnel.

2. Contractor personnel, while performing in a contractor capacity, shall refrain from using their retired or reserve component military rank or title (if applicable) in written or verbal communications associated with the contracts for which they provide services.

3. The Contractor shall incorporate the substance of this requirement in all subcontracts awarded under this contract.

(End of requirements language)

DHA PGI 233.103-90 AGENCY LEVEL PROTESTS (March 22, 2020)

An interested party filing a protest with Defense Health Agency (DHA) has the option of requesting review by either the Contracting Officer (CO) or an independent review Official (IRO), who is a DHA official at a level above the CO. Alternately, an interested party may request IRO review as an appeal of the CO's protest decision.

Where applicable, an interested party must clearly state in the protest that IRO review is requested, and must specify the nature of the independent review sought – whether as an alternative to CO review or as an appeal of the CO's decision.

Regardless of which review is requested, all protests must be complete and submitted to the CO within the timeframes specified in FAR Subpart 33.1.

(End of DHA language)

******* End of Combined Synopsis/Solicitation ********