SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.

1. REQUISITION NUMBER	PAGE 1 OF
	25

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			HT940626QE013	15 Jun 2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	Derek Bell	3016193500	15 Jul 2026 10:00 AM

9. ISSUED BY CODE HT9406

DEFENSE HEALTH AGENCY
HCD SOUTHEAST, 808 SCHREIDER STREET
FREDERICK, MD 21702
UNITED STATES
Derek Bell, Email: derek.j.bell.civ@health.mil Telephone: 3016193500

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

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

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 622110

SIZE STANDARD: USD 47,000,000.00

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)	13b. RATING / 14. METHOD OF SOLICITATION
☒ SEE SCHEDULE		☐	☒ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE

See Schedule

16. ADMINISTERED BY CODE

17a. CONTRACTOR/ OFFEROR CODE ____ FACILITY CODE ____

TELEPHONE NUMBER

18a. PAYMENT WILL BE MADE BY CODE

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

☐ 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Schedule *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA
See Section G - Contract Administration Data

26. TOTAL AWARD AMOUNT *(For Government Use Only)*

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

☐ 29. AWARD OF CONTRACT: REFERENCE ____ OFFER DATED ____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: See Schedule

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED

Solicitation/Contract Form

Neonatologist and Neonatal Nurse Practitioner @ NMCCL

Product Service Code: Q401

Supplies or Services & Prices or Costs

Additional Information/Notes

Item	Supplies / Services	Quantity	Unit	Unit Price	Amount
0001	Neonatologist The contractor shall provide Neonatologist services (coverage) in support of the Naval Medical Center Camp Lejeune, NC. Period of Performance 01 January 2027 through 30 September 2027. Product Service Code: Q201 Pricing Arrangement: Firm Fixed Price	158	Days		
0002	Neonatal Nurse Practitioner The contractor shall provide Neonatal Nurse Practitioner services (coverage) in support of the Naval Medical Center Camp Lejeune, NC. Period of Performance 01 January 2027 through 30 September 2027. Product Service Code: Q401 Pricing Arrangement: Firm Fixed Price	6,825	Hours		
Option Line Item 1001	Neonatologist The contractor shall provide Neonatologist services (coverage) in support of the Naval Medical Center Camp Lejeune, NC. Period of Performance 01 October 2027 through 30 September 2028. Product Service Code: Q201 Pricing Arrangement: Firm Fixed Price	210	Days		
Option Line Item 1002	Neonatal Nurse Practitioner The contractor shall provide Neonatal Nurse Practitioner services (coverage) in support of the Naval Medical Center Camp Lejeune, NC. Period of Performance 01 October 2027 through 30 September 2028. Product Service Code: Q401 Pricing Arrangement: Firm Fixed Price	9,125	Hours		
Option Line Item 2001	Neonatologist The contractor shall provide Neonatologist services (coverage) in support of the Naval Medical Center Camp Lejeune, NC. Period of Performance 01 October 2028 through 30 September 2029. Product Service Code: Q201 Pricing Arrangement: Firm Fixed Price	210	Days		
Option Line Item 2002	Neonatal Nurse Practitioner The contractor shall provide Neonatal Nurse Practitioner services (coverage) in support of the Naval Medical Center Camp Lejeune, NC. Period of Performance 01 October 2028 through 30 September 2029. Product Service Code: Q401 Pricing Arrangement: Firm Fixed Price	9,125	Hours		

Option Line Item 3001	Neonatologist The contractor shall provide Neonatologist services (coverage) in support of the Naval Medical Center Camp Lejeune, NC. Period of Performance 01 October 2029 through 30 September 2030. Product Service Code: Q201 Pricing Arrangement: Firm Fixed Price	210	Days		
Option Line Item 3002	Neonatal Nurse Practitioner The contractor shall provide Neonatal Nurse Practitioner services (coverage) in support of the Naval Medical Center Camp Lejeune, NC. Period of Performance 01 October 2029 through 30 September 2030. Product Service Code: Q401 Pricing Arrangement: Firm Fixed Price	9,125	Hours		
Option Line Item 4001	Neonatologist The contractor shall provide Neonatologist services (coverage) in support of the Naval Medical Center Camp Lejeune, NC. Period of Performance 01 October 2030 through 30 September 2031. Product Service Code: Q201 Pricing Arrangement: Firm Fixed Price	210	Days		
Option Line Item 4002	Neonatal Nurse Practitioner The contractor shall provide Neonatal Nurse Practitioner services (coverage) in support of the Naval Medical Center Camp Lejeune, NC. Period of Performance 01 October 2030 through 30 September 2031. Product Service Code: Q401 Pricing Arrangement: Firm Fixed Price	9,125	Hours		
Option Line Item 5001	Neonatologist The contractor shall provide Neonatologist services (coverage) in support of the Naval Medical Center Camp Lejeune, NC. Period of Performance 01 October 2031 through 31 December 2031. Product Service Code: Q201 Pricing Arrangement: Firm Fixed Price	53	Days		
Option Line Item 5002	Neonatal Nurse Practitioner The contractor shall provide Neonatal Nurse Practitioner services (coverage) in support of the Naval Medical Center Camp Lejeune, NC. Period of Performance 01 October 2031 through 31 December 2031. Product Service Code: Q401 Pricing Arrangement: Firm Fixed Price	2,300	Hours		

Description/Specifications/Statement of Work

Requirements
Neonatologist and Neonatal Nurse Practitioner

Packaging and Marking

Inspection and Acceptance

Deliveries or Performance

Line Item	Delivery Schedule	Quantity	Address and POC
0001	Period of Performance From 01 Jan 2027 To 30 Sep 2027	158 Days	
0002	Period of Performance From 01 Jan 2027 To 30 Sep 2027	6,825 Hours	
Option Line Item 1001	Period of Performance From 01 Oct 2027 To 30 Sep 2028	210 Days	
Option Line Item 1002	Period of Performance From 01 Oct 2027 To 30 Sep 2028	9,125 Hours	
Option Line Item 2001	Period of Performance From 01 Oct 2028 To 30 Sep 2029	210 Days	
Option Line Item 2002	Period of Performance From 01 Oct 2028 To 30 Sep 2029	9,125 Hours	
Option Line Item 3001	Period of Performance From 01 Oct 2029 To 30 Sep 2030	210 Days	
		9,125 Hours	

Option Line Item 3002	Period of Performance From 01 Oct 2029 To 30 Sep 2030		
Option Line Item 4001	Period of Performance From 01 Oct 2030 To 30 Sep 2031	210 Days	
Option Line Item 4002	Period of Performance From 01 Oct 2030 To 30 Sep 2031	9,125 Hours	
Option Line Item 5001	Period of Performance From 01 Oct 2031 To 31 Dec 2031	53 Days	
Option Line Item 5002	Period of Performance From 01 Oct 2031 To 31 Dec 2031	2,300 Hours	

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.242-15	Stop-Work Order.	Aug 1989		

Contract Administration Data

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	Dec 1991		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018		

DFARS Clauses Incorporated by Full Text

252.232-7006 Wide Area WorkFlow Payment Instructions. (Jan 2023)

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

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

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

"Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) *Electronic invoicing.* The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall-

(1) Have a designated electronic business point of contact in the System for Award Management at https://www.sam.gov; and

(2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) *Document type.* The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items-

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

N/A

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

2 IN 1 SERVICES ONLY

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial financing, submit a commercial financing request.

(2)) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.]

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table

Field Name in WAWF	*Data to be entered in WAWF*

Pay Official DoDAAC	HQ0490
Issue By DoDAAC	HT9406
Admin DoDAAC	HT9406
Inspect By DoDAAC	HT0460
Ship To Code	HT0460
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	HT0460
Service Acceptor (DoDAAC)	HT0460
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(4) *Payment request.* The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) *Receiving report.* The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

To be determined

(Contracting Officer: Insert applicable information or "Not applicable.")

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

Special Contract Requirements

Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.202-1	Definitions.	Jun 2020		
52.204-9	Personal Identity Verification of Contractor Personnel.	Jan 2011		
52.204-13	System for Award Management-Maintenance. (Deviation)	Feb 2026		
52.204-19	Incorporation by Reference of Representations and Certifications.	Dec 2014		
52.212-4	Terms and Conditions-Commercial Products and Commercial Services.	Feb 2026		
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0038)	Apr 2026		
52.223-23	Sustainable Products and Services. (DEVIATION 2025-O0004)	May 2024	Deviation 2025-O0004	Mar 2025
52.223-23	Sustainable Products. (Deviation)	Feb 2026		
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May 2024		
52.228-5	Insurance-Work on a Government Installation.	Jan 1997		
52.232-18	Availability of Funds.	Apr 1984		
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	Oct 2018		
52.232-37	Multiple Payment Arrangements.	May 1999		
52.232-39	Unenforceability of Unauthorized Obligations.	Jun 2013		
52.233-1	Disputes.	Feb 2026		
52.237-2	Protection of Government Buildings, Equipment, and Vegetation.	Apr 1984		
52.237-3	Continuity of Services.	Jan 1991		
52.240-91	Security Prohibitions and Exclusions. (Deviation)	Feb 2026		
52.242-13	Bankruptcy.	Jul 1995		
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	Apr 2026		
52.245-1	Government Property.	Sep 2021		
52.245-9	Use and Charges.	Apr 2012		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
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		
252.203-7003	Agency Office of the Inspector General.	Aug 2019		
252.204-7000	Disclosure of Information.	Oct 2016		
252.204-7003	Control of Government Personnel Work Product.	Apr 1992		
252.204-7004	Antiterrorism Awareness Training for Contractors.	Jan 2023		
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.	Jan 2023		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	May 2024		
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support.	Jan 2023		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023		
252.204-7020	NIST SP 800-171 DoD Assessment Requirements.	Nov 2023		
252.204-7022	Expediting Contract Closeout.	May 2021		
252.205-7000	Provision of Information to Cooperative Agreement Holders.	Oct 2024		
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		
252.216-7010	Postaward Debriefings for Task Orders and Delivery Orders.	Oct 2025		
252.219-7003	Small Business Subcontracting Plan (DoD Contracts).	Dec 2019		
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.	Sep 2014		
252.225-7001	Buy American and Balance of Payments Program.	Feb 2024		
252.225-7002	Qualifying Country Sources as Subcontractors.	Mar 2022		
252.225-7012	Preference for Certain Domestic Commodities.	Apr 2022		
252.225-7021	Trade Agreements.	Feb 2024		
252.225-7048	Export-Controlled Items.	Jun 2013		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	Jan 2023		
252.232-7010	Levies on Contract Payments.	Dec 2006		
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	Jan 2023		
252.243-7001	Pricing of Contract Modifications.	Dec 1991		
252.243-7002	Requests for Equitable Adjustment.	Dec 2022		
252.244-7000	Subcontracts for Commercial Products or Commercial Services.	Nov 2023		
252.247-7023	Transportation of Supplies by Sea.	Oct 2024		

FAR Clauses Incorporated by Full Text

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

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 seven (7) days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

52.244-2 Subcontracts. (Jun 2020)

SUBCONTRACTS (JUN 2020)

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

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

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 contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds-

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

_____

(e) (1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting-

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination-

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

_____

(End of clause)

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

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://acquisition.gov/far

(End of clause)

52.252-6 Authorized Deviations in Clauses. (Nov 2020)

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 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)

DFARS Clauses Incorporated by Full Text

252.237-7023 Continuation of Essential Contractor Services. (Oct 2010)

CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)

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

(1) "Essential contractor service" means a service provided by a firm or individual under contract to DoD to support mission-essential functions, such as support of vital systems, including ships owned, leased, or operated in support of military missions or roles at sea; associated support activities, including installation, garrison, and base support services; and similar services provided to foreign military sales customers under the Security Assistance Program. Services are essential if the effectiveness of defense systems or operations has the potential to be seriously impaired by the interruption of these services, as determined by the appropriate functional commander or civilian equivalent.

(2) "Mission-essential functions" means those organizational activities that must be performed under all circumstances to achieve DoD component missions or responsibilities, as determined by the appropriate functional commander or civilian equivalent. Failure to perform or sustain these functions would significantly affect DoD's ability to provide vital services or exercise authority, direction, and control.

(b) The Government has identified all or a portion of the contractor services performed under this contract as essential contractor services in support of mission essential functions. These services are listed in the Performance Work Statement, section 4.6.

(c)(1) The Mission-Essential Contractor Services Plan submitted by the Contractor, is incorporated in this contract.

(2) The Contractor shall maintain and update its plan as necessary. The Contractor shall provide all plan updates to the Contracting Officer for approval.

(3) As directed by the Contracting Officer, the Contractor shall participate in training events, exercises, and drills associated with Government efforts to test the effectiveness of continuity of operations procedures and practices.

(d)(1) Notwithstanding any other clause of this contract, the contractor shall be responsible to perform those services identified as essential contractor services during crisis situations (as directed by the Contracting Officer), in accordance with its Mission-Essential Contractor Services Plan.

(2) In the event the Contractor anticipates not being able to perform any of the essential contractor services identified in accordance with paragraph (b) of this section during a crisis situation, the Contractor shall notify the Contracting Officer or other designated representative as expeditiously as possible and use its best efforts to cooperate with the Government in the Government's efforts to maintain the continuity of operations.

(e) The Government reserves the right in such crisis situations to use Federal employees, military personnel or contract support from other contractors, or to enter into new contracts for essential contractor services.

(f) Changes. The Contractor shall segregate and separately identify all costs incurred in continuing performance of essential services in a crisis situation. The Contractor shall notify the Contracting Officer of an increase or decrease in costs within ninety days after continued performance has been directed by the Contracting Officer, or within any additional period that the Contracting Officer approves in writing, but not later than the date of final payment under the contract. The Contractor's notice shall include the Contractor's proposal for an equitable adjustment and any data supporting the increase or decrease in the form prescribed by the Contracting Officer. The parties shall negotiate an equitable price adjustment to the contract price, delivery schedule, or both as soon as is practicable after receipt of the Contractor's proposal.

(g) The Contractor shall include the substance of this clause, including this paragraph (g), in subcontracts for the essential services.

(End of clause)

List of Attachments

Number	Attachment Name	Attachment Description	Reference Identifier	Date	Line Item
01	Attachment 1 - Past Performance Summary Sheet	Proposal		15 Jun 2026	
02	Attachment 2 - Past Performance Questionnaire Sheet	Proposal		15 Jun 2026	
03	Attachment 3 - Price Worksheet Sheet	Proposal		15 Jun 2026	
04	Attachment 4 - Employee Total Compensation Plan	Proposal		15 Jun 2026	
05	Performance Work Statement (Solicitation)	Performance Work Statement		15 Jun 2026	
06	Solicitation Certification Form	Proposal		15 Jun 2026	

Representations, Certification, & Other Statements

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.229-11	Tax on Certain Foreign Procurements-Notice and Representation.	Jun 2020		
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation)	Feb 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	Sep 2022		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	Oct 2016		
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		
252.225-7031	Secondary Arab Boycott of Israel .	Jun 2005		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	May 2022		

Instructions, Conditions, & Notices to Offerors or Quoters

ADDENDUMTO FAR 52.212-1

1. Objective: The Government will award one contract. The Government will award a contract resulting from this solicitation to the responsible Offeror whose proposal conforms to the solicitation and is the most advantageous (Best Value) to the Government. An assessment will be made to determine the Best Value to the Government.

a. This acquisition will be conducted utilizing the procedures of Federal Acquisition Regulation (FAR) 12.201 and the specific requirements identified in this solicitation. These services are being procured under commercial procedures.

b. The proposal shall be clear, concise, and include sufficient detail for effective evaluation. Only compliant proposals will be evaluated for award. To be considered compliant, proposals must include all documents listed in Table 1 of this addendum, comply with all solicitation instructions, and meet all terms, conditions, and specifications herein. The Government reserves the right to eliminate any proposals that are determined non-compliant from consideration for award.

2. Each e-mailed proposal shall have the name of the offeror and the solicitation number in the subject line. Any requests for hand delivery will not be honored. It is the Offeror's responsibility to ensure that proposals are received by the due date and time required. The Government will acknowledge receipt of all proposals. If an acknowledgement is not received, itis the Offeror's responsibility to follow-up with Contracting Officer and/or Contract Specialist to guarantee receipt.

The e-mail address for proposal submission is:

derek.j.bell.civ@health.mil and kerry.a.mckean.civ@health.mil

3. The proposal shall not contain any extraneous information such as advertisements or marketing information.

4. Solicitation Questions and Comments:

Offeror questions should be presented in writing via email at derek.j.bell.civ@health.mil and kerry.a.mckean.civ@health.mil using the subject title:"HT940626QE013." Questions should be listed chronologically and reference the corresponding solicitation section and paragraph. DHA's responses to questions will be presented in the form of an amendment. The source of the questions will not be disclosed.

Factors being utilized to evaluate proposals:

Factor 1 - Past Performance
Factor 2 - Price
Factor 3 - Small Business Participation

Factor 4 - Compensation Plan

PROPOSALPREPARATION INSTRUCTIONS: Provide one (1) electronic proposal copy. The proposal shall be submitted in four sections: Administrative, Past Performance, Price, and Compensation Plan.

1. Proposal Format

a. Proposals shall contain the elements listed in Table 1, submitted as separate files. Submitting each element as a separate file assists DHA with the evaluation process. Failure to comply with this instruction may result in the Offeror's proposal being deemed non-compliant.

b. Proposals should be submitted in an 8 1/2 X 11" digital format. Printing should be easily readable (10-point font or larger, single spaced). In addition to a clean unredacted copy of Past Performance, the Offeror shall also provide a copy redacting the following information from their Past Performance; any company information, personnel information, and/or company's logos. Table 1lists the required documents, format. Failure to comply with required document format may result in the Offeror's proposal being deemed non-compliant.

Table 1: Required Documents

Section	Title	Format
I	Administrative: Signed Solicitation Certification Form	Adobe PDF

II	Factor 1: Past Performance Past Performance Summary Sheet (Solicitation Attachment 1) Past Performance Questionnaire (Solicitation Attachment 2), as applicable	Adobe PDF
III	Factor 2: Price Proposal Solicitation Pricing Worksheet (Solicitation Attachment 3)	Excel
IV	Factor 3: Small Business Participation	Adobe PDF
V	Factor 4: Compensation Plan Total Compensation Plan (Solicitation Attachment 4)	Excel

SECTION I - ADMINISTRATIVE: Within the Administrative section, Offerors shall ensure that the

Solicitation Certification From reflects the solicitation number, Offeror's name, address, telephone number, CAGE code, Unique Entity Identifiers (UEI); and the full address and phone number for at least one point of contact (POC) authorized to negotiate with the Government on the Offeror's behalf. A signed statement confirming the Offeror is willing to hold its prices firm for at least 90 days from the date specified for receipt of offers shall also be included. The Government contemplates the period of performance (estimated) to be 01 January 2027 through 30 September 2027 with five option periods to extend services through 31 December 2031. Additionally, the Offeror shall indicate the attachments being submitted; and complete and sign all certifications listed on the Solicitation Certification Form.

Offerors shall be registered in the System for award Management (SAM) database at the time of award. Registration is free and can be completed on-lineat https://www.sam.gov/portal/public/SAM/. The offeror shall complete and submit FAR Provision 52.204-24 - Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021). The offeror shall complete and submit FAR Provision52.209-11-Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2016). The offeror shall submit a Small Business Subcontracting Plan or provide an explanation of why no small business subcontracting will be used.

If the offeror's POC information changes at any time during the Pre-Award/Solicitation phase, the offeror is solely responsible for providing updated company POC information. The Government is not responsible for following up with the offeror for updated information.

FAR Provision 52.212-3, Offeror Representations and Certifications, Alternate I plus any other provisions herein.

SECTION II - FACTOR 1 - PAST PERFORMANCE:

A Past Performance Summary Sheet (PPSS) (Attachment 1) shall be submitted by the Offeror as part of the Offeror's past performance proposal. If a PPSS is not included in the proposal, the Offeror's proposal may be considered non-compliant, and the Offeror may not be further considered for award. The PPSS requires the Offeror to identify past performance references that will be evaluated IAW the evaluation criteria identified herein. A past performance reference shall consist of a stand-alone contract or a Task Order for a Government or commercial client.

A Past Performance Questionnaire (PPQ) (Attachment 2) or completed Contractor Performance and Appraisal Report (CPAR) evaluation may be submitted for each past performance reference identified on the Past Performance Summary Sheet. On the PPQ, the Offeror shall complete the sections noted as "to be completed by the Contractor" prior to sending the PPQ to Government or commercial clients requesting past performance information. PPQs cannot be completed by current or previous teaming partners. PPQs may be submitted by the Offeror as part of the Offeror's past performance proposal, or directly to the Government from the POC identified on the PPQ. If the PPQ is received from the Offeror, the PPQ must contain an electronic signature (either a verified

electronic PKI signature or a scanned copy of the original signature) of the POC identified on the PPQ. Previously completed PPQs may be submitted as long as they are signed by the POC prior to the closing date of this solicitation. CPAR evaluations may also be submitted in lieu of PPQs prior to the closing date of this solicitation. For the purposes of this solicitation, the completion date of the CPAR evaluation will be the date the Assessing Official signs the report. Previously completed PPQs and CPAR evaluations must still meet the solicitation definition for relevancy, see ADDENDUM TO 52.212-2. If a previously completed PPQ or CPAR evaluation does not contain enough information to make a relevancy determination, the past performance reference cited may be determined to be not relevant and may not be evaluated.

Past performance is limited to no more than three relevant past performance references. Ideally, the Government will receive not more than three (3) PPQs or CPAR evaluations that correspond to the past performance references identified on the PPSS; however, the Government understands that Offerors may ask customers to complete more than three (3) PPQs to ensure that three (3) are received by the response time. If the Government receives more than three (3)PPQs or the Contractor includes more than three PPQs and/or CPAR evaluations in its proposal, the Government will only consider the first three (3) past performance references identified on the PPSS (considered the order of preference). The PPSS is set-up to allow three (3) past performance references to be cited, but it can be edited by the contractor to identify more past performance references.

If Past Performance is submitted for a contract under which the offeror (or proposed subcontractor, partner, mentor, protege, parent company, sister company, etc.) provided services as a subcontractor, partner, mentor, protege, parent company, sister company, etc., the Past Performance Information Sheet shall clearly describe the corporate relationships among those who provided the services, citing key responsibilities for each, to include identifying the specific services provided (in terms of numbers and types of personnel, locations, etc) and nature of services provided (e.g., recruitment, payroll, benefits administration, etc). If the submission does not clearly detail the specific responsibilities under an effort, that effort may not be evaluated and therefore deemed not relevant.

If a subcontracting, teaming, partnering, mentoring or other relationship is proposed, the offeror shall submit written consent from the subcontractor, partner, etc. to disclose their Past Performance information to the contractor. If such consent is not provided as part of the submission, the Past Performance of the subcontractor, partner, etc. may not be considered by the Government in its evaluation and therefore deemed not relevant.

If neither the offeror nor its subcontractor(s), teaming partner(s), etc. possess relevant past performance, the offeror shall submit a statement affirming that they possess no relevant Past Performance.

If a past performance reference is identified on the PPSS and a corresponding PPQ or CPAR evaluation is not received, the Government may not make an attempt to evaluate the past performance reference; however, the Government may use information already in its possession to evaluate the past performance reference. In this situation, because performance is limited to no more than three (3) relevant past performance references, the Government will only consider the first three (3) past performance references identified on the PPSS. If a PPQ or CPAR evaluation is received for a past performance reference not identified on the PPSS, the Government will not evaluate the PPQ or CPAR evaluation.

It is the responsibility of the contractor to track and ensure the completion/submission of the PPQs by the proposal due date. The Government may not accept incomplete or late PPQs. If available, an electronic copy of the completed PPQ(s) shall be submitted with the Section II submission. Do not refer Government personnel to a previous PPQ without enclosing a copy.

The Government reserves the right to use both the information provided in the Offeror's Past Performance proposal and information obtained from other sources available to the Government, to include, but not limited to: the Contractor Performance Assessment Reporting System (CPARS), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), or other databases; interviews with Program Managers, Contracting Officers, and commercial sources and/or non-Government sources, such as any commercial business or customers referenced by the Offeror in any of the past performance information disclosed.

SECTION III - FACTOR 2 - PRICE:

The Offeror shall submit proposed pricing for all contract line-item numbers in the Excel worksheet provided with this solicitation as Attachment 3 -Solicitation Pricing Worksheet. Contractors shall enter pricing in the highlighted cells

only. Please note that any reformatting of the pricing worksheet may cause the offeror's proposal to be considered non-compliant, and the offeror may not be further considered for award.

Pricing shall include the base period and any included option periods. The offeror is expected to propose options accounting for such factors as inflation, cost of living, and potential applicable Department of Labor (DOL) wage determinations. The Government anticipates evaluating pricing from offerors which reflect incorporation of these factors in all periods of performance.

Cost and Pricing Data is not required under competitive and commercial acquisitions; but if only one proposal is received - Other than Certified Cost or Pricing data may be required.

SECTIONIV - FACTOR 3 - SMALL BUSINESS PARTICIPATION:

Offerors shall provide a description of work/supplies that will be provided by small business subcontractors and an estimated percentage of the total contract value that will be subcontracted to small businesses or provide an explanation of why no small business subcontracting will be used. Offerors shall provide the name and Unique Entity ID of small business subcontractor(s) that will be used to fulfill this requirement. Offerors shall provide past performance information for up to three similar contracts held within the last 3 years, which utilized small business subcontracting. The following information shall be provided foreach contract: contract number, name of small business subcontractor(s), Unique Entity ID of small business subcontractor(s), contract start and end dates, contract value, description of work/supplies provided by the prime contractor and the small business subcontractor(s), organization/location for which work/supplies provided, reference POC to include email and phone number.

SECTION IV - FACTOR 4 - COMPENSATION PLAN:

Compensation Plan: Offerors shall include a total employee compensation plan for each labor category, to include the applicable fringe benefits. The total employee compensation plan shall be sufficient to attract and retain qualified healthcare providers. See Solicitation Attachment 4 -Total Compensation Plan. If awarded this requirement, contractors will be required to pay at the least the minimum compensation proposed.

END OFADDENDUM TO 52.212-1

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.204-7	System for Award Management-Registration. (Deviation)	Feb 2026		
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services.	Feb 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements.	Nov 2023		
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	Mar 2023		

DFARS Clauses Incorporated by Full Text

252.237-7024 Notice of Continuation of Essential Contractor Services. (Oct 2010)

NOTICE OF CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)

(a) *Definitions*. "Essential contractor service"and "mission-essential functions" have the meanings given in the clause at 252.237-7023, Continuation of Essential Contractor Services, in this solicitation.

(b) The offeror shall provide with its offer a written plan describing how it will continue to perform the essential contractor services listed in the Performance Work Statement, section 4.6, during periods of crisis. The offeror shall-

(1) Identify provisions made for the acquisition of essential personnel and resources, if necessary, for continuity of operations for up to 30 days or until normal operations can be resumed;

(2) Address in the plan, at a minimum-

(i) Challenges associated with maintaining essential contractor services during an extended event, such as a pandemic that occurs in repeated waves;

(ii) The time lapse associated with the initiation of the acquisition of essential personnel and resources and their actual availability on site;

(iii) The components, processes, and requirements for the identification, training, and preparedness of personnel who are capable of relocating to alternate facilities or performing work from home;

(iv) Any established alert and notification procedures for mobilizing identified "essential contractor service" personnel; and

(v) The approach for communicating expectations to contractor employees regarding their roles and responsibilities during a crisis.

(End of provision)

Evaluation Factors for Award

ADDENDUM TO 52.212-2

The Government will review proposals received to determine if they are responsive to the solicitation requirements. A responsive proposal is one that meets all of the terms, conditions and specifications in the solicitation. The Offeror must provide all documents listed and comply with all proposal instructions in order for their proposal to be considered "responsive" to this solicitation. Only responsive proposals will be evaluated for award.

Contract award shall be made on a "Past Performance/Price Tradeoff" basis. An Offeror's proposed Compensation Plan will be evaluated to determine if it is acceptable or unacceptable IAW the evaluation criteria stated in this solicitation. If an Offeror's Compensation Plan is determined to be unacceptable the Offeror will no longer be considered for award. Award will be made to the Offeror providing an offer that is deemed most advantageous to the Government whose Compensation Plan has been determined to be "Acceptable" and trading off Past Performance and Price. Past Performance is significantly more important than Price.

The Contracting Officer has broad discretion in determining which awardee shall receive a contract and reserves the right to pay a premium for past performance benefiting the Government. The selection process is subjective by nature and professional judgment is implicit throughout the tradeoff process. The contract will be awarded to the Offeror whose proposal, based upon the evaluation criteria, represents the best value to the Government.

The Government intends to evaluate proposals and award a contract without discussions with offerors. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

*** The evaluation criteria allows for a sequential evaluation process that evaluates the compensation plan first followed by Price second. In a sequential evaluation process, if the compensation plan is found to be unacceptable or Price is determined to be questionable for reasonableness, the Offeror may no longer be considered for award. This process provides an opportunity to stop evaluations on proposals that will not be considered during the trade-off.**

EVALUATION CRITERIA

The following evaluation factors will be used to evaluate each proposal. Past performance, Price, Small Business Participation, and Compensation.

Factor 1 - Past Performance
Factor 2 - Price
Factor 3 - Small Business Participation
Factor 4 - Compensation Plan

Factor 1 - Past Performance

Past Performance Evaluation Process
This factor is assessed with an overall performance confidence assessment (PCA) rating (Table 4), which is based on an integrated assessment of the Offeror's past performance in regard to recency, relevancy, and quality. The resulting performance confidence assessment rating is determined at the factor level and represents an overall evaluation of contractor performance. Offerors without a record of recent and/or relevant 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.

Recency Assessment: An assessment of the past performance information contained in the Offeror's proposal will be made to determine if it is recent. To be recent, the effort must be ongoing or must have been performed within the past three (3) years from the date of closing of this solicitation.

Table 1. Recency Rating

Adjectival Rating	**Description**
Recent	Period of Performance provided on the Past Performance Summary Sheet must be current, or have ended not more than three years prior to the closing date of this solicitation.
Not Recent	Period of Performance provided on the Past Performance Summary Sheet has ended more than three years prior to the closing date of this solicitation.

Relevancy Assessment: An assessment of the recent past performance information will be made to determine if it is relevant. To be relevant, the past performance reference must be for Neonatologists and Neonatal Nurse Practitioners. Past performance references that are determined to be not relevant will not be further evaluated. The Government may not review position descriptions, performance work statements, statements of work, or other documents to determine relevancy.

** The labor category(s) must be an exact match. Similar labor categories will not be considered and the Government may not review position descriptions, performance work statements, statements of work, or other documents to determine relevancy for similar labor categories.

The Government is not restricted from evaluating and considering other relevant Past Performance information in its possession and may contact references for that information. Past performance information may be obtained from any other sources available to the Government, such as PPIRS and interviews with Contracting Officer's Representatives. Information regarding any key personnel or teaming partners may also be considered.

The Government will then review relevant past performance information and determine the quality and usefulness as it applies to the performance confidence assessment. This evaluation shall entail an examination of items such as but not limited to contract start-up, fill rates, submission and maintenance of credentials, and performance discrepancy resolution. Greater consideration will be given to services more closely related to the services required under the solicitation. Greater consideration will be given to services provided by the offeror and the offeror's key personnel. Greater consideration will also be given to performance provided by an approved joint venture(s) if the offeror was a member of the approved joint venture(s). If the offeror is proposing as an approved joint venture, greater consideration will be given to services provided by members of that joint venture.

The Government will use the following relevancy definitions/ratings when assessing relevant past performance. Contractors with past performance more closely matching this requirement and a greater quantity of services may be rated more favorably.

Table 2. Relevancy Rating

Adjectival Rating	**Description**
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

Performance Quality Assessment: The Government will consider the performance quality of recent, relevant efforts. For each recent, relevant past performance reference reviewed, the performance quality of the work performed will be assessed in the past performance questionnaire (PPQ), Contractor Performance Assessment Reporting System (CPARS), interviews with Government customers and commercial clients. It may include interviews with DCMA officials or other sources known to the Government. The quality level assigned by the performance raters is shown in Table 3, Performance Quality Ratings.

Table 3. Performance Quality Ratings

Quality Rating	**Description**
Exceptional	EXCEPTIONAL - The Contractor's performance meets contractual requirements and exceeds many (requirements) to the Government's benefit. The contractual performance was accomplished with few minor problems for which corrective actions taken by the Contractor were highly effective.
Very Good	VERY GOOD - The Contractor's performance meets contractual requirements and exceeds some (requirements) to the Government's benefit. The contractual performance was accomplished with some minor problems for which corrective actions taken by the Contractor were effective.

Satisfactory	SATISFACTORY - The contractor's performance met contractual requirements. The contractual performance contained some minor problems for which corrective actions taken by the contractor appear or was resolved satisfactorily.
Marginal	MARGINAL - Performance did not meet some contractual requirements. The contractual performance reflected a serious problem for which the Contractor did not yet identify corrective actions or the Contractor's proposed actions appeared marginally effective or were not fully implemented.
Unsatisfactory	UNSATISFACTORY - Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance contained serious problem(s) for which the Contractor's corrective actions appeared, or were, ineffective.
N/A	NOT APPLICABLE - Unable to provide a performance level.

The Government will use the following definitions/ratings in Table 4 when making an overall Performance Confidence Assessment (PCA).

Table 4. Performance Confidence Assessment

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

	Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.

More relevant and more recent past performance may weigh more heavily than less relevant less recent past performance. Proposals with PCA ratings lower than Neutral Confidence are ineligible for award and will not be further evaluated.

Factor 2 - Price

Price Analysis will be conducted. The factors to be considered in evaluating proposed prices will include: completeness and reasonableness.

The proposed 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).

Completeness: The Government will evaluate if Attachment 3 - Pricing Worksheet is complete and all required pricing has been submitted. This includes all required pricing for the base period and all option periods. In the event that any of the pricing is incomplete, the Contracting Officer may exclude the contractor's proposal from further evaluation.

Reasonableness: 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 may also be considered questionable for reasonableness if it is determined to be unreasonably low. The Government may use various price analysis techniques and procedures to ensure a fair and reasonable price. Some of those techniques are, but not limited to, comparison of proposed prices received in response to the solicitation and/or comparison of proposed prices with the Independent Government Cost Estimate. Total Price, as well as individual unit prices, must be determined fair and reasonable or the offeror's proposal will not be further considered for award.

A contractor with pricing that is determined to be questionable for reasonableness (for any period of performance) may not be further considered for award. Proposals with prices that have been determined to be unacceptable are not eligible for award and will not be further evaluated.

Contractors must ensure compliance with 10 U.S. Code (S) 1091 - Personal services contracts. A contractor who fails to comply with the limitation stated within may not be further considered for award.

Factor 3 - Small Business Participation:

The Government will evaluate the offeror's description of work/supplies that will be provided by small business subcontractors and estimated percentage of the total contract value that will be subcontracted to small businesses or explanation of why no small business subcontracting will be used. The Government will consider the offeror's recent and relevant past performance record of utilizing small business subcontractors. Recent is defined as occurring within the past 3 years. Relevant is defined as being a similar effort accomplished by the offeror while using small business subcontracting.

The Government will use the following ratings/descriptions in evaluating Small Business Participation.

Table 5. Small Business Participation Acceptable/Unacceptable Rating Method

Rating	Adjectival Rating Description
Acceptable	Proposal indicates an adequate approach and understanding of small business objectives.
Unacceptable	Proposal does not meet small business objectives.

Factor 4 - Compensation Plan

To demonstrate the employee compensation plan is sufficient enough to attract and retain qualified health care providers, the Government will evaluate the Employee Compensation plan for each labor category, to include direct pay rate and fringe benefits on the following adjectival rating scheme defined below at Table 6. The Government intends to use sources available to the Government, to include, but not limited to: the Service Contract Labor Standards (SCLS), Service Contract Act Wage Determination (SCA/WD), historical data, market research, etc to evaluate. Proposals that are determined to be unacceptable for Compensation plan will not be further evaluated.

Table 6. Total Employee Compensation Plan Acceptable/Unacceptable Rating Method

Adjectival Rating	Description
Acceptable	The Total Employee Compensation is sufficient to recruit and retain qualified candidates to support this requirement.
Unacceptable	The Total Employee Compensation is insufficient to recruit and retain qualified candidates to support this requirement.

END OF ADDENDUM TO 52.212-2

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.217-5	Evaluation of Options.	Feb 2026		

FAR Clauses Incorporated by Full Text

52.212-2 Evaluation-Commercial Products and Commercial Services. (Feb 2026)

Evaluation-Commercial Products and Commercial Services (Feb 2026)

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

Factor 1 - Past Performance

Factor 2 - Price

Factor 3 - Small Business Participation

Factor 4 - Compensation Plan

(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.

(End of provision)