SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

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

1. REQUISITION NUMBER

PAGE 1 OF 15

2. CONTRACT NO.

3. AWARD/ EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: 75H70726Q00047

6. SOLICITATION ISSUE DATE: 07/07/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: SHANNON ELDRIDGE-SHORTY

b. TELEPHONE NUMBER (No collect calls): 505-256-6768

8. OFFER DUE DATE/LOCAL TIME: 07/21/2026 1500 MT

9. ISSUED BY CODE 203

Albuquerque Indian Health Service
4101 Indian School Rd NE, Suite 225
Albuquerque NM 87110

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

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

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 339113

SIZE STANDARD: 800

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700) ☐

13b. RATING

14. METHOD OF SOLICITATION ☒ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE

16. ADMINISTERED BY CODE 203

Albuquerque Indian Health Service
4101 Indian School Rd NE, Suite 225
Albuquerque NM 87110

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NO.

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

18a. PAYMENT WILL BE MADE BY CODE

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	A. SOLICITATION INFORMATION This is a combined synopsis/solicitation No. 75H70726Q00047 for commercial services prepared in accordance with FAR Part 12. This announcement constitutes the only solicitation. Quotations are being requested in response to this notice. This solicitation is being conducted pursuant to the Buy Indian Act 25 U.S.C §47 and is set aside for Indian Small Business Economic Enterprise (ISBEEs) in accordance with HHSAR Subpart 326.6. *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

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

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

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

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

30b. NAME AND TITLE OF SIGNER *(Type or print)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)*: SHANNON ELDRIDGE-SHORTY

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	If the Government does not receive an acceptable quotation from an eligible ISBEE, the Government may evaluate quotations and consider award under the following cascading set-asides tiers: 1st Tier- Indian Small Business Economic Enterprises (ISBEE) 2nd Tier- Service Disabled Veteran Owned Small Business 3rd Tier- Certified HubZone Small Business 4th Tier- Small Disadvantage Business 5th Tier- All Other Small Business Concerns This solicitation incorporates by reference those provisions and clauses in effect through Federal Acquisition Circular (FAC) 2026-01. NAICS code: 339113 Surgical Appliance and Supplies Manufacturing. Content of Quotation Submission: All offers shall submit the following documents to be considered for award no later than the quotation due date and time specified herein: • Volume I - Technical Specification • Volume II - Past Performance (Attachment 1) • Volume III - Price (Attachment 2) • Completed Indian Economic Enterprise Representation form Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	• Signed Standard Form (SF) 1449, request for quotations Submission of Questions: All questions regarding this solicitation shall reference the solicitation number and submitted no later than, July 14, 2026, at 03:00 PM Mountain Time (MT). Quotations shall be submitted using Attachment 3, Questions and Answer (Q&A) template. The Government will provide responses to questions through an amendment. Submission of Quotations: Quotations shall be submitted electronically no later than July 21, 2026, 03:00 PM (MT) to email address shannon.eldridge-shorty@ihs.gov.				

SECTION B – GENERAL INFORMATION

1. Requirement

The Department of Health and Human Services (HHS), Indian Health Service (IHS), Albuquerque Area Office (AAO), is issuing a Request for Quotation (RFQ), for Grafix PL Prime 5 cm x 5 cm (25 cm^2) Skin Substitute for the Zuni Comprehensive Community Health Center (ZCCHC), Zuni, New Mexico.

2. Contract Pricing

a. Contract Type

This acquisition will result in a **Firm-Fixed-Price (FFP) purchase order**.

b. Taxes

As an independent contractor, billing and collecting for Federal, State, local, city, and county taxes shall be the responsibility of the Contractor, including New Mexico Gross Receipts Taxes (NMGRT), as applicable. The Contractor shall be responsible for all IRS, State of New Mexico, and other tax obligations. The Government will not withhold taxes or issue a W-2.

c. Pricing table:

CLIN	Contract Period:	Description of Items:	Unit	Qty:	Unit Price:	Total Price:
0001	Base Period TBD/2026 – TBD/2027	PS13055 Grafix PL Prime 5 cm x 5 cm (25 cm^2) Skin Substitute	EA	*48	$	$
					Base Period Total:	$

CLIN	Contract Period:	Description of Items:	Unit	Qty:	Unit Price:	Total Price:
1001	Option Period One TBD/2027 – TBD/2028	PS13055 Grafix PL Prime 5 cm x 5 cm (25 cm^2) Skin Substitute	EA	*48	$	$
					Option Period One Total:	$

CLIN	Contract Period:	Description of Items:	Unit	Qty:	Unit Price:	Total Price:
2001	Option Period Two TBD/2028 – TBD/2029	PS13055 Grafix PL Prime 5 cm x 5 cm (25 cm^2) Skin Substitute	EA	*48	$	$
					Option Period Two Total:	$
					Base Period with Two Option Periods (Grand Total):	**$**

*Note: The quantities identified above are estimated quantities for evaluation and ordering purposes only and do not constitute a guarantee of the quantity that will be ordered during the contract period.

SECTION C – STATEMENT OF WORK

1. Purpose

The Indian Health Service (IHS), Albuquerque Area Office, has a requirement for the purchase and delivery of a commercial, FDA-regulated human placental membrane wound covering product for use by the Podiatry Department at the Zuni Comprehensive Community Health Center (ZCCHC), Zuni, New Mexico.

This acquisition is for a Brand Name or Equal commercial product. The brand name product is Grafix PL Prime 5 cm x 5 cm (25cm^2)Skin Substitute. Products offered as equal must meet or exceed all of the salient characteristics identified below.

2. Scope

The Contractor shall furnish all labor, materials, equipment, transportation, and incidental services necessary to provide the required wound covering products in accordance with the terms and conditions of this solicitation.

Products shall be commercially available, new, and delivered in the manufacturer's original unopened packaging.

3. Salient Characteristics

The offered product shall meet the following minimum requirements:

- Human placental membrane wound covering intended for the management of acute and chronic wounds.
- Nominal size of 5 cm × 5 cm (25 cm²).
- Stored in accordance with the manufacturer’s instructions and suitable for storage within Government clinical facilities.
- Sterile and individually packaged.
- Manufactured and distributed in accordance with all applicable FDA regulations.
- Suitable for application to complex wound anatomies, including wounds involving exposed tendon, bone, joint capsule, muscle, or hardware, when clinically appropriate.
- Product shall be supplied with manufacturer instructions for use.
- Product shall be delivered with adequate remaining shelf life to support clinical use upon receipt.

Offerors proposing an equal product shall provide descriptive literature, product specifications, or other documentation demonstrating compliance with each salient characteristic.

4. Delivery Requirements

Delivery shall be made to:
Zuni Comprehensive Community Health Center
Podiatry Department
Attn: Soraia Refq
21 B Avenue
Zuni, NM 87327

Delivery shall be completed within *4* calendar days after receipt of each order.

The Contractor shall replace, at no additional cost to the Government, any product received damaged, defective, expired, or otherwise unsuitable for clinical use.

5. Applicable Standards

The Contractor shall comply with all applicable Federal, State, Tribal, and local laws and regulations governing the manufacture, handling, transportation, and delivery of the products provided under this contract.

SECTION D- PACKAGING AND MARKING

1. All deliverables shall be preserved, packaged in accordance with commercial practices to meet the packing requirements by labeling the package, shipping information, barcodes, handling instructions, and return address of the carrier including to prevent deterioration and damages due to the hazards of shipping, handling, and storing.

SECTION E – INSPECTION AND ACCEPTANCE

1. The Government will inspect all delivered products to verify compliance with the requirements of this solicitation. Acceptance will occur after confirmation that the supplies conform to all contract requirements.

The Contractor shall be paid upon acceptance of supplies and receipt of a proper invoice.

SECTION F – PERIOD OF PERFORMANCE

1. The ordering period shall consist of one (1) base period and two (2) one-year option periods.

- **Base Period: TBD/2026 – TBD/2027**
- **Option Period One: TBD/2027 – TBD/2028**
- **Option Period Two: TBD/2028 – TBD/2029**

The total order period, including any extensions exercised under FAR 52.217-8, shall not exceed three (3) years and six (6) months (if applicable). Options may be exercised in accordance with FAR 52.217-8, Option to Extend Services, and FAR 52.217-9, Option to Extend the Term of the Contract.

The Contracting Officer may exercise options only after determining that:

- Funds are available,
- The requirement fulfills an existing Government need,
- Exercising the option is the most advantageous method of fulfilling the Government's needs;
- The Contractor maintains an active registration in SAM.gov;
- Past performance has been considered; and
- Contractor's performance has been acceptable.

2. Government Operating Hours

Hours of Operation. Normal hours of operation are Monday through Friday, 08:00 AM through 05:00 PM local time, excluding Federal Holidays.

Government holidays. *Any other day specifically declared by the President of the United States to be a national holiday (www.opm.gov/fedhol).

SECTION G – CONTRACT ADMINISTRATION

1. Contracting Officer / Contract Specialist

Shannon Eldridge-Shorty, Contract Specialist
Indian Health Service/Division of Contracts & Grants Management (DCGM)
4101 Indian School Road NE, Suite 225
Albuquerque, New Mexico, 87110
Phone: 505-256-6768; email: shannon.eldridge-shorty@ihs.gov

2. COR and Alternate CORs:

- Primary COR – Michelle Sanchez; michelle.sanchez2@ihs.gov: 505-782-7352.
- Alternate COR - Bernard Ghachu; bernard.ghachu@ihs.gov; 505-782-7319.

The COR and Alternate COR's shall be responsible for:

(1) Monitoring the Contractors' technical progress, including surveillance and assessment of performance and recommending technical guidance to the Contracting Officer.
(2) Interpreting the statement of work (SOW) in coordination with the Contracting Officer (CO),
(3) Technical evaluation as required,
(4) Technical inspections and acceptance,
(5) Assisting the Contractor in the resolution of technical problems encountered during the performance of the contract.

3. Invoice Requirements

- The Contractor may submit invoices after delivery and Government acceptance of supplies.
- Invoices shall be submitted electronically through IPP.gov;
- Include order number, invoice number, billing period, description of supplies delivered, unit pricing, total amount, and Contractor UEI.

The Contractor shall ensure a current W-9 is on file with Albuquerque Area IHS.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

1. Contractor Performance Reporting

Contractor performance may be evaluated in CPARS in accordance with FAR Subpart 42.15.

2. Contract Discrepancy Report (CDR)

In the event of unsatisfactory performance, the Contracting Officer (CO) may issue a Contract Discrepancy Report (CDR) identifying the deficiency. The Contractor shall acknowledge receipt of the CDR and provide a written correction action plan to address the deficiency and prevent recurrence. The Government will review the corrective action response and may consider complete CDRs in evaluating Contractor performance for current and future contractual actions.

SECTION I – APPLICABLE CLAUSES/PROVISIONS

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): Revolutionary FAR Overhaul | Acquisition.GOV (End of clause)

FAR Clause No.:	Title:	Date:
52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6 Alt I	Restrictions on Subcontractor Sales to the Government	NOV 2021
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 2014
52.203-12	Limitations of Payments to Influence Certain Federal Transactions	JUN 2020
52.203-17	Contractor Employee Whistleblower Rights	NOV 2023
52.204-13	System for Award Management-Maintenance	JUL 2026
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment, or Voluntarily Excluded	JUL 2026

52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	JUL 2026
52.212-4	Terms and Conditions - Commercial Products and Commercial Services	JUL 2026
52.216-2	Economic Price Adjustment- Standard Supplies	NOV 2021
52.219-6	Notice of Total Small Business Set-Aside	JUL 2026
52.219-13	Notice of Set-Aside Of Orders	MAR 2020
52.219-28	Post award Small Business Program Representation	JUL 2026
52.219-33	Nonmanufacturer Rule	JUL 2026
52.222-3	Convict Labor	JUL 2026
52.222-50	Combating Trafficking in Persons	JUL 2026
52.222-90	Addressing DEI Discrimination by Federal Contractors	JUL 2026
52.225-3	Buy American-Free Trade Agreements-Israeli Trade Act	JUL 2026
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	MAY 2024
52.232-33	Payment by Electronic Funds Transfer - System for Award Management	OCT 2018
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.233-3	Protest After Award	JUL 2026
52.237-3	Continuity of Services	JAN 1991
52.240-91	Security Prohibitions and Exclusions	JUL 2026
52.242-13	Bankruptcy	JUL 1995
52.252-6	Authorized Deviations in Clauses	NOV 2020

FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)
The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days. (End of clause)

FAR 52.217-9 OPTION TO EXTEND THE TERM OF CONTRACT (MAR 2000)
(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 three and half years, if additional six-month option is exercised. (End of clause)

Per FAR Class Deviation 2025-09 Amendment 2
System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in this solicitation. Contracting officers will rely on representations from offers based on provisions in the solicitation. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

HHSAR Clause No.:	Title:	Date
352.203-70	Anti-Lobbying	DEC 2015
352.226-4	Notice of Indian Small Business Economic Enterprise set-aside	DEC 2015
352.226-5	Notice of Indian Economic Enterprise set-aside	DEC 2015

HHSAR 352.232-71 - ELECTRONIC SUBMISSION OF PAYMENT REQUEST (JUL 2026)

(a) *Definitions.* As used in this clause—
Payment request means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), "Content of Invoices" and the applicable Payment clause included in this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Department of Treasury Invoice Processing Platform (IPP) or successor system. Information regarding IPP, including IPP Customer Support contact information, is available at *www.ipp.gov* or any successor site.

(c) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing in accordance with HHS procedures.

(d) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request. (End of Clause)

FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

The following provisions are incorporated by reference and apply to this RFQ and resulting order, as applicable:

Provisions No.	Title:	Date
52.203-11	Certification and Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2024
52.204-7	System for Award Management-Registration	JUL 2026
52.209-2	Prohibition on Contracting With Inverted Domestic Corporations-Representation	JUL 2026
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services	JUL 2026
52.212-2	Evaluation – Commercial Products and Commercial Services	JUL 2026
52.233-2	Service of Protest	JUL 2026

FAR 52.209-2 Prohibition on Contracting With Inverted Domestic Corporations-Representation (JUL 2026)

(a) *Definitions*. As used in this clause—
Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).
Subsidiary means an entity in which more than 50 percent of the entity is owned—
(1) Directly by a parent corporation; or
(2) Through another subsidiary of a parent corporation.

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

(c) *Representation*. The Offeror represents that-

(1) It □ is, □ is not an inverted domestic corporation; and

(2) It □ is, □ is not a subsidiary of an inverted domestic corporation.(End of provision)

FAR 52.209-5 Certification Regarding Responsibility Matters (JUL 2026)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

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

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

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

(D) Have □, have not □, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied. Federal taxes are considered delinquent if both of the following criteria apply:

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

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

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

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

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

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

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

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If the Government later determines that the Offeror knowingly rendered an erroneous

certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default. (End of provision)

SECTION J - ATTACHMENTS

Attachment No.	**Description**
Attachment 1	Past Performance Survey
Attachment 2	Pricing Table
Attachment 3	Q&A template

SECTION K – REPRESENTATIONS AND CERTIFICATIONS

1. Quoters shall maintain active registration in the System for Award Management (SAM.gov) at the time of quote submission and award.

SECTION L – INSTRUCTIONS TO QUOTERS

1. Technical Specifications

Quoters shall submit a technical quotation that clearly demonstrates the proposed product meets all requirements of this solicitation, including the salient characteristics identified in Section C.

For products offered as an equal to the identified brand-name product, the quoter shall provide sufficient descriptive literature, product specifications, product data sheets, manufacturer's documentation, or other technical information demonstrating compliance with each salient characteristic.

If the proposed product includes features, capabilities, or services that exceed the minimum solicitation requirements and provide measurable value or benefit to the Government, the quoter shall clearly identify those features and provide supporting documentation. The Government will evaluate only those features that are supported by the quotation and provide a measurable benefit in meeting the Government's requirements.

Failure to provide sufficient technical information demonstrating compliance with the solicitation requirements may result in the quotation being rated Unacceptable under the Technical Specifications evaluation factor.

2. Past Performance

Quoters shall submit information for up to three (3) recent and relevant contracts, either completed or currently being performed within the past five (5) years, involving the delivery of similar commercial medical products.

Past Performance information shall be submitted using Attachment 1 – Past Performance Survey.

If a completed Past Performance Survey cannot be obtained, the quoter may submit a narrative that includes, at a minimum:

- Contract title;
- Customer name;
- Customer point of contact;
- Period of performance;
- Description of products provided; and
- Performance outcomes, including quality, timeliness of delivery, customer satisfaction, and compliance with contract requirements.

The Government may consider information obtained from the quoter's submission, the Contractor Performance Assessment Reporting System (CPARS), and other sources available to the Government.

3. Price

Quoters shall submit a completed Attachment 2 – Pricing Schedule.

Quoters shall provide pricing for all Contract Line-Item Numbers (CLINs), including the base period and all option periods.

Quoted prices shall include all costs associated with furnishing, packaging, handling, transportation, delivery, replacement of damaged or defective products, and all other costs necessary to meet the requirements of this solicitation.

Failure to provide pricing for all required CLINs may result in the quotation being excluded from further consideration.

SECTION M – EVALUATION FACTORS FOR AWARD

1. Technical Specifications

The Government will evaluate the quoter's technical quotation to determine the extent to which the proposed product meets or exceeds the solicitation requirements, including the salient characteristics identified in Section C.

The Government will evaluate the following:

- Compliance with all salient characteristics identified in Section C;
- Completeness and adequacy of the technical submission;
- Product features, characteristics, or capabilities that provide measurable value or benefit to the Government beyond the minimum solicitation requirements;
- Delivery capability; and
- Other features that improve product usability, storage, or clinical application without increasing cost or performance risk.

Evaluation Definitions. The following definitions apply to the Government's technical evaluation:

Term	Definition
Strength:	An aspect of a quotation that exceeds a solicitation requirement or otherwise provides a measurable benefit or value to the Government during contract performance.
Weakness:	A flaw in a quotation that increases the risk of unsuccessful contract performance.
Deficiency:	A material failure of a quotation to meet a solicitation requirement or a combination of weaknesses that results in unacceptable performance risk.

The Government will evaluate quotations for compliance with the solicitation requirements and identify strengths, weaknesses, and deficiencies, as applicable.

Technical quotations will receive one of the following ratings:

Rating:	Description:
Outstanding:	The quotation demonstrates an exceptional understanding of the requirement and significantly exceeds the Government's requirements. The quotation contains multiple strengths that provide substantial benefit to the Government with very low performance risk.
Good	The quotation demonstrates a thorough understanding of the requirement and meets all solicitation requirements. The quotation contains one or more strengths that provide measurable benefit to the Government. Performance risk is low.
Acceptable	The quotation meets all solicitation requirements. Any weaknesses are minor and do not materially increase performance risk.
Marginal	The quotation does not clearly demonstrate the ability to satisfy one or more solicitation requirements. Weaknesses increase the risk of unsuccessful contract performance.
Unacceptable	The quotation fails to meet one or more material solicitation requirements or contains one or more deficiencies. The quotation is ineligible for award.

Evaluation Method – Technical Specifications

The Government will evaluate quotations for compliance with the solicitation requirements and identify strengths, weaknesses, and deficiencies, as applicable. The overall Technical rating will reflect the Government's assessment of the number and significance of the strengths, weaknesses, and deficiencies identified during the evaluation.

Examples of strengths that may provide additional value to the Government include, but are not limited to:

- Delivery in fewer than the required four (4) calendar days after receipt of order.
- Product shelf life exceeding the minimum required at the time of delivery.
- Guaranteed replacement of damaged, defective, or expired products within one (1) business day at no additional cost.
- Product features that exceed the minimum salient characteristics and provide measurable clinical or operational benefits to the Government.
- Technical or clinical support resources, training, or product implementation assistance, when requested by the Government and provided at no additional cost.

The Government will evaluate only those strengths that are supported by the quotation and provide a measurable benefit in meeting the Government's requirements.

A quotation will not receive a higher technical rating solely because it offers the identified brand-name product. Any higher technical rating must be based on demonstrated technical advantages that provide measurable value to the Government beyond the minimum solicitation requirements.

2. Past Performance

The Government will evaluate the quoter's recent and relevant past performance to assess the Government's confidence in the quoter's ability to successfully perform the requirements of this solicitation.

Evaluation Criteria

The Government will evaluate:

- Recency – Contracts completed or currently being performed within the past five (5) years.
- Relevancy – Contracts similar in size, scope, and complexity to the requirements of this solicitation.
- Quality of Performance – Performance history, including quality of products or services, timeliness of delivery, customer satisfaction, cost control, and compliance with contract requirements.

The Government may consider information obtained from:

- Contractor Performance Assessment Reporting System (CPARS);
- References submitted by the quoter;
- Completed Past Performance Surveys (Attachment 1); and
- Other sources available to the Government.

If a completed Past Performance Survey cannot be obtained, the quoter may submit a narrative describing its past performance. The narrative shall include, at a minimum:

- Contract title;
- Customer name;
- Customer point of contact;
- Period of performance;
- Description of products or services provided; and
- Performance outcomes, including quality, timeliness, customer satisfaction, and regulatory compliance.

If a quoter has no recent or relevant past performance, the Government will assign a Neutral Confidence rating, which will not be evaluated either favorably or unfavorably.

Past Performance Confidence Ratings:

Rating:	Description:
Substantial Confidence	Based on the quoter's recent and relevant past performance, the Government has a high expectation that the quoter will successfully perform the required effort.
Satisfactory Confidence	Based on the quoter's recent and relevant past performance, the Government has a reasonable expectation that the quoter will successfully perform the required effort.
Limited Confidence	Based on the quoter's recent and relevant past performance, the Government has a low expectation that the quoter will successfully perform the required effort.
No Confidence	Based on the quoter's recent and relevant past performance, the Government has no expectation that the quoter will successfully perform the required effort.
Neutral Confidence	No recent or relevant past performance record is available, or the quoter's performance history is so limited that no meaningful confidence assessment can be made. A Neutral Confidence rating is neither favorable nor unfavorable.

Evaluation Method – Past Performance

The Government will assign a confidence rating based on its overall assessment of the offeror's recency, relevancy, and quality of past performance.

3. Price

The Government will evaluate the total evaluated price for completeness, fairness, and reasonableness.
The price evaluation will include:

- Total evaluated price for the base period and all option periods;
- Verification that pricing is complete for all Contract Line-Item Numbers (CLINs);
- Evaluation for fair and reasonable pricing; and
- Evaluation for materially unbalanced pricing, if applicable.

4. Basis for Award

The Government will evaluate quotations using the evaluation factors identified above.

Technical Specifications are more important than Past Performance. Technical Specifications and Past Performance, when combined, are significantly more important than Price. As the differences between quotations under the non-price factors become less significant, the importance of Price will increase.

Award will be made to the responsible quoter whose quotation represents the best value to the Government.

In determining best value, the Government will consider the evaluated Technical Specifications, Past Performance, and Price. The Government may award to other than the lowest-priced quotation if the Contracting Officer determines that the additional technical merit and/or superior past performance of a higher-priced quotation justifies payment of the associated price premium.

The Government intends to evaluate quotations and make award without conducting discussions. However, the Government reserves the right to conduct discussions if determined to be in the Government's best interest.