Combined Synopsis/Solicitation Number: HT001426QE022 – Request for Offers

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format RFO FAR 12.603 – Streamlined Solicitation for Commercial Items and Services, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation.

This requirement is set aside for small business under NAICS code 621340 . The size standard for this NAICS code is $12.5 million.

Description: Audiology Screening Services

Contract Line Items: Please refer to the contract line-item section starting on page two of this Combined Synopsis/Solicitation.

Proposal Submission and Basis for award: Please refer to 52.212-1 Addendum and 52.212-2 Addendum. Offerors are required to be actively registered with the System for Award Management (SAM) at www.sam.gov prior to award. Offerors are highly encouraged to download and review all attachments to this solicitation prior to submitting an offer.

Performance or Delivery shall take place at: Please refer to the Performance Work Statement of this announcement.

Ordering Period: 15 August 2026 through 14 August 2031

Date, Time, and Place Offers are Due: The closing date for the delivery of response to this combined synopsis/solicitation is on or before **1:00 PM Eastern Standard Time (EST), on 12 August 2026.**

Offers should be emailed to the Point of Contact (POC) shown below by the closing date and time. Offers are only being accepted via email to the contact POCs below. If an offer is emailed to the POCs shown below, it is the offeror's responsibility to ensure that the transmission is received by the Government prior to the closing date and time. Upon receipt of an electronic offer, the Government will acknowledge receipt of that offer via email to the offeror.

Proposal Submission and Basis for award: Please refer to 52.212-1 Addendum and 52.212-2 Addendum.

Offerors must submit the following documents for this solicitation:

1. Offeror may use the Price Table in the Blanket Purchase Agreement to propose Unit Prices.

2. A technical description of the services offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, a statement affirming the services comply with the performance work statement, or other documents, if necessary.

3. Include a statement specifying the extent of agreement with all terms, conditions, and

provisions included in the solicitation. Offers that fail to furnish required representations or information or reject the terms and conditions of the solicitation may be excluded from consideration.

4. Offerors are required to be actively registered with the System for Award Management (SAM) at www.sam.gov prior to award.

5. Offerors are highly encouraged to download and review all attachments to this solicitation prior to submitting an offer.

POC: Mr. Jessie Hart and Ms. Lorena Cruz

Email: jessie.g.hart.civ@health.mil

Email: lorena.cruz.civ@health.mil

Solicitation/Contract Form

Audio Hazard Screening - Fort Campbell

Product Service Code: Q403

Description/Specifications/Statement of Work

PERFORMANCE WORK STATEMENT (PWS) - ROCK ISLAND ARSENAL, ILLINOIS AUDIOLOGIST EVALUATIONS
1.0. INTRODUCTION.
1.0.1. The Contractor shall provide health care support for Blanchfield Army Community Hospital. The contractor shall perform Audiology evaluations for eligible Department of the Army civilian employees from Rock Island Arsenal, Illinois (RIA) referred from the Occupational Health Nurse, RIA. The contractor shall provide the contract services at the contractor's office, which must be located within a 60-mile radius of RIA as a required condition for effecting the contract services. These services will be in support of, as needed, audiometric testing, evaluation, and remedial services for patients with a variety of hearing problems, meeting or exceeding current recognized national standards as established by the Joint Commission and the American Medical Association (AMA). The services will be of a nature and scope described in the paragraphs below. The Contractor shall provide the personal services of Audiologist licensed to perform services of the nature and scope described in this Performance Work Statement (PWS).
1.0.1.1. The quality of care provided by the Contractor HCP shall be of a quality meeting or exceeding currently recognized national standards as established by the Joint Commission (JC). Contractor HCP shall give the highest regard to patient dignity and observe the precepts of the American Hospital Association's Bill of Rights for Patients.

1.1. GENERAL.

1.1.1. This contract is a non-personal services contract. Performance under a non-personal services contract means the personnel rendering the services are not subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees and is viewed as an independent contractor. The Government may evaluate the quality of professional and administrative services provided.
1.1.2. Malpractice Insurance. In accordance with FAR Clause 52.237-7, the contractor will indemnify the Government for any liability producing act or omission by the contractor, its Contract HCPs and agents occurring during BPA performance. Direct health care providers in performance of services are not responsible for obtaining medical malpractice insurance under this contract in accordance with the Gonzales Act (10 U.S.C. Section 1089, also known as the Medical Malpractice Immunity Act). The Government will not reimburse or otherwise pay for medical malpractice insurance should it be purchased by the contractor or contractor employees.
1.1.3. Confidentiality / HIPAA. The Contractor HCP shall abide by AR 40-3 and AR 40-66 concerning the nature of limited privileged communication between patient and health care provider for security and personnel reliability programs. The Contractor HCP shall abide by AR 40-66 concerning the confidentiality of patient records, as embodied in federal statutes including the Privacy Act of 1974 and the Drug and Alcohol Act, Public Law 92-129 and HIPAA. The Contractor HCP shall direct all requests for medical information on patients to the Chief, Patient Administration Division. The Contractor HCP shall not release any medical or personal information on a patient without first receiving written approval from the government. Government will provide the regulations upon request by the Contractor HCP. The contractor shall abide by the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-91. The contractor shall not use or further disclose Protected Health Information other than as permitted or required by this contract or as required by Law. The contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information. The contractor shall mitigate, to the extent practicable, any harmful effect that is known to the contractor of a use of disclosure of Protected Health Information by the contractor in violation of the requirements of this contract. The contractor shall report to the government any use of disclosure of the Protected Health Information not provided for by this Contract. The contractor shall document, in a time and manner designated by the government, any disclosure of Protected Health Information as would be required for the government to respond to a request by an individual for an accounting of disclosure of Protected Health Information.
1.1.4. Conflict of Interest.
1.1.4.1. Contractor HCP shall not use patient care rendered pursuant to this agreement as a part of a study, research grant, or publication without the prior written consent of the MTF Commander.
1.1.4.2. Contractor HCP shall not bill the patient, an insurer, or anyone else for services rendered. The Contractor HCP is prohibited from receiving compensation of any kind for eligible patients treated, procedures performed, or any other actions performed, except under the terms and conditions of this contract, at the rate specified in the contract.
1.1.4.3. Contractor HCP shall not, while performing services under this contract advise, recommend, or suggest to persons eligible to receive medical care at Army expense that such persons should receive care from the Contractor HCP at any place other than at the MTF. The Contractor HCP will not refer any patients to any company or service to which they have a direct or indirect involvement (including partnership programs and ancillary services not offered by the MTF).
1.1.4.4. Contractor HCP shall not be an employee of the United States Government if the employment would create a conflict of interest. The Contractor HCP who is an employee of the Department of Defense, civilian, shall not be employed unless such person seeks and receives approval in accordance with DoD 5500.7-R and MEDCOM Reg 600-3.
1.1.5. SCOPE OF WORK: The Contractor shall provide qualified personnel, services, materials, equipment, supplies and facilities necessary to perform Audiology examinations for Rock Island Arsenal, Illinois.
1.1.6. ANTITERRORISM / OPERATIONS SECURITY (OPSEC): Contractor personnel shall adhere to facility security policies and restrictions. The Contractor shall immediately report suspicious activities to security personnel.

1.2. SCHEDULE/PERIOD OF PERFORMANCE
1.2.1. The contractor shall perform services during weekdays, Monday through Friday, excluding legal Federal holidays, between the hours of 0800 and 1600, as scheduled by the Occupational Health Clinic (OHC), Rock Island Arsenal, Illinois.
1.2.2. The contractor shall schedule patients within 72 hours of telephonic request from the clinical staff of the OHC, Rock Island Arsenal, Illinois.
1.2.3. Contractor HCP working under this contract shall be paid only for audiology examinations actually performed at the rates established in the contract.
1.2.4. Holidays. The following is a list of legal federal holidays as referred to elsewhere in the contract/task order: New Year's Day, January 1st, Martin Luther King's Birthday, 3rd Monday in January, President's Day, 3rd Monday in February, Memorial Day, Last Monday in May, Independence Day, July 4th, Juneteenth 19th, Labor Day, 1st Monday in September, Columbus Day, 2nd Monday in October, Veteran's Day, November 11th, Thanksgiving Day, 4th Thursday in November, Christmas Day, December 25th

1.3. DESCRIPTION OF WORK.
1.3.1. PROFESSIONAL QUALIFICATIONS. All Contract employees provided by the contractor shall meet the qualifications for that specialty and perform essentially the same functions, within the scope of acceptable for their technical professional discipline and standard, as those required by Army or government service technical professionals of similar experience and in similar duty assignments.
1.3.2. The contract provider may be an audiologist or a physician who has successfully completed a residency in otolaryngology. The contract audiologist and/or contract physician shall be licensed to practice in the state in which the contractor's office/clinic is located.
1.3.3. Audiometric testing must be administered by a physician, audiologist, or an audiometric technician certified by the council for Accreditation in Occupational Hearing Conservation. Audiometric technicians must administer audiometric tests under the supervision of a physician or an audiologist.
1.3.4. The contract audiologist/physician shall not be the subject of a current or pending investigation of appeal by any certifying organization to determine whether the individual has engaged in unprofessional conduct or substandard practice which may result in the suspension or restriction of the individual's licensure. The contract audiologist/physician shall not have had any adverse actions, i.e. suspension or restrictions, in the past.
1.3.5. The contract audiologist/physician shall have education and training required for the position that is being applied for.
1.3.6. The contract employee performing under this Contract shall be able to read, write, speak and understand English well enough to effectively communicate with all patients and other health care providers.

1.3.7 SPECIFIC DUTIES/TASKS/RESPONSIBILITIES.
1.3.7.1. Evaluation. The contractor shall perform comprehensive audiology evaluations on Department of the Army employees referred by the Occupational Health Nurse, Rock island Arsenal, Illinois. Only physician may diagnose noise-induced hearing loss. The contractor shall use all reasonable methods of differential diagnosis to include, but not limited to: An investigation of the individual's auditory history and previous hearing tests. Pure-tone air conduction measurements. Pure-tone bone conduction measurements. Speech reception thresholds. Speech recognition measurements. Oto-immittance testing. Masking (when indicated).
1.3.7.2. Written Evaluation. The contractor shall provide a written report within fifteen (15) calendar days after conducting test(s). The report shall summarize findings and recommendations, and will advise if the individual's hearing condition is work-related and what additional follow-up actions, if any, are recommended. Statements about non-occupational noise exposures (e.g., hunting, motorcycling, chain saw use) must be included in the patient history. The contractor shall send the written report to the following address:

Woodson Health Clinic
c/o Occupational Health Department
1 Rodman Ave, BLDG. 110
Rock Island Arsenal, IL 61299

The fax number is 309-782-0810. Attn: Occupational Health.

1.3.7.3. The contractor shall include the following in the written report:
1.3.7.4. Descriptive terminology understandable to a lay person.
1.3.7.5. A summary of all test results including the type and degree of hearing loss. If the loss is sensorineural, indicate if there is any indication of possible retrocochlear involvement.
1.3.7.6. Recommendations for additional testing, medical evaluations and/or amplification. If amplification is discussed, please indicate its benefits and restrictions, e.g., hearing aids are not to be worn while exposed to hazardous noise.
1.3.7.7. If diagnostic testing reveals a medically related hearing loss, the contractor shall refer the patient back to the Occupational Health Nurse, Rock Island Arsenal, Illinois. Conductive hearing loss is not the result of exposure to loud noise, so treatment for conductive hearing loss is not the responsibility of the government. However, the patient should be advised to seek care at his/her own expense to ensure the medical problem is treated. The contractor shall discuss all finding and recommendations' with the patient at the time of evaluation. The contractor shall only perform and receive payment for the audiology evaluation, as requested by the Occupational Health Nurse, Rock Island Arsenal, Illinois.
1.3.8. Limitations. Department of the Army employees will not receive any additional testing or services at Government expense. The contractor shall not, while conducting services under this contract, perform any other examinations or services except as identified above.
1.4. TECHNICAL REQUIREMENTS
1.4.1. REQUIRED DOCUMENTATION OF QUALIFICATIONS.
1.4.1.1. The contractor shall submit the following documentation for qualifications no later than ten (10) working days after award.
Copy of current license/certification from the state in which services are to be provided.
Certifications/licenses shall be maintained in a current status at all times while performing services under this contract. If at any time during the contract, a contract provider does not renew any of the required certifications/licenses prior to the expiration date he/she will not be allowed to work for BACH. This expense shall be borne by the contractor.
1.4.2. DISQUALIFIERS.
No contractor who is chemically dependent or impaired shall be acceptable.
No contractor who has been previously convicted of a felony shall be acceptable.
No contractor who is awaiting possible adverse administrative action by any certifying board shall be acceptable.

1.5. DELIVERABLES.
1.5.1. Invoicing. Monthly invoices shall be submitted NTL the 30th of each month in Wide Area Workflow (WAWF) in accordance with Clause 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS.
1.5.2. Contractor's Point of Contact. The contractor shall provide both the Contracting Officer and the Contracting Officer's Representative (COR) the name and telephone number of an individual to act as his/her representative and Point of Contact no later than five (5) working days after award.
1.5.3. Written evaluation submitted in accordance with the specifications in paragraph 1.3.7.2 of this PWS. Written Evaluation. The written report shall adhere to all the specifications in paragraph 1.3.7 of this PWS.
1.5.4. REQUIRED DOCUMENTATION OF QUALIFICATIONS. submitted in accordance with the specifications in paragraph 1.4.1 of this PWS.

2.0. DEFINITIONS AND ACRONYMS.

2.0.1. DEFINITIONS
CONTRACTOR: The term as used in this contract refers to the prime.
CONTRACTING OFFICER: A person with authority to enter into contracts; administer, or terminate contracts. Make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.
CONTRACTING OFFICER'S REPRESENTATIVE (COR): An employee of the U.S. Government appointed by the contracting officer to monitor contractor performance. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.
MILITARY TIME: is on a 24-hour clock, i.e., 8:00 a.m.-0800 9:10 a.m.-0910 Noon -1200 8:00 p.m.-2000 9:10 p.m.-2110 Midnight-2400 12:01 a.m.-0001
MILITARY DATES: are written by placing the day of the month, followed by the first three letters of the month, followed by the last two digits of the year, i.e., September 02, 2001 - 02 Sep 01 November 10, 2004 - 10 Nov 04 May 1, 2005 - 01 May 05
QUALITY ASSURANCE: The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.
QUALITY ASSESSMENT AND IMPROVEMENT (QA& I): An ongoing program designed to objectively and systematically monitor and evaluate the quality and appropriateness of patient care, to pursue opportunities to improve patient care, and to resolve identified problems.
QUALITY CONTROL (QC): Those actions taken by the Contractor to control and ensure that performance of duties meet the requirements of the contract.

2.0.2. ACRONYMS.
AR - Army Regulation
AMA - American Medical Association
COR - Contracting Officer Representative
DA - Department of Army
DCCS - Deputy Commander for Clinical Services
DOD - Department of Defense
EFT - Electronic Funds Transfer
FAR - Federal Acquisition Regulation
HCP - Health Care Provider
HIPAA - Health Insurance Portability & Accountability Act of 1996
HSPD - Homeland Security Presidential Directive
JC - Joint Commission

KO - Contracting Officer
MEDCOM - Medical Command
MEDDAC - Medical Department Activity
MTF - Military Treatment Facility
OSHA - Occupational Safety & Health Association
PAD - Patient Administration Division
PL - Public Law
POC - Point of Contact
PPIMS - Past Performance Information Management System
PWS - Performance Work Statement
QA&I - Quality Assessment & Improvement
QA - Quality Assurance
QC - Quality Control
QAP - Quality Assurance Program
QASP - Quality Assurance Surveillance Plan
QCP - Quality Control Program
SF - Standard Form

3.0. ATTACHMENT/TECHNICAL EXHIBIT LIST
ATTACHMENT 1 - Reserved
ATTACHMENT 2 - Performance Requirement Summary (PRS)
ATTACHMENT 3 - Supplement to the PWS

ATTACHMENT # 1 - Reserved

ATTACHMENT #2 - PERFORMANCE REQUIREMENT SUMMARY

PERFORMANCE OBJECTIVE	PERFORMANCE STANDARD	REF PBWS	METHOD OF ASSESSMENT
Designate a point of contact prior to start date of the contract	Written notification must be received by the KO and COR prior to start date of contract. 100%	1.5.2.	Written notification to KO
Provider(s) maintain professional licenses, certifications	100% of licenses and certificates shall be renewed and maintained in current status during life of contract	1.4.1.	Credentials records
Comply with Specific Tasks.	Comply at least 99% of the time.	1.3.7.	COR maintain log.
Combating Trafficking in persons (awareness program)	100% compliance (zero tolerance) regarding trafficking in persons policy	FAR 52.222-50 and FAR 22.1703.	COR documentation and program review. Any non-compliance must be brought to the immediate attention of the KO.

Satisfactory:	Performance meets contractual requirements.
Unsatisfactory:	Performance does not meet contractual requirements.

Other performance evaluation factors that will be monitored and documented in the contractor's performance records but cannot be quantified by numerical measurements:

- Contractor providing personnel exceeding the minimum qualification standards.

Performance above or below the standard, for above factors, will be documented in the Contractor's Performance Assessment Reporting System (CPARS) for the reporting period.

ATTACHMENT #3 - SUPPLEMENT TO THE PWS
EMPLOYEE CREDENTIALING HISTORY
The Contractor shall not employ any individual to provide direct health care services who, within 5 years prior to employment:
a. Has had his/her clinical privileges limited, suspended, or revoked by any health care facility, public or private, anywhere in the world.
(1) This prohibition does not apply to any individual whose clinical privileges, although originally limited, suspended or revoked by a health care facility were subsequently fully reinstated by the health care facility.
(2) Limitation of clinical privileges, as used in this paragraph, refers to a partial withdrawal/reduction of clinical privileges as a result of a determination that or pending investigation to determine whether an individual has engaged in unprofessional conduct or substandard medical practice or is incompetent to perform certain medical practices.
(3) Is the subject of a current or pending hearing or appeal brought by any health care facility, public or private, anywhere in the world, which may result in the limitation, suspension or revocation of the individual's clinical privileges. (4) Requirements for privileging are the same for replacement contract HCPs as for contract HCPs they are replacing.(5) The MTF Commander is the sole authority that can revoke or otherwise restrict the privileges of any contract HCP who he/she determines is not qualified to perform the contract services. (6) Once privileges are granted, subsequent actions taken concerning the privileges of contract HCPs, including any limitation on privileges, will be governed by the procedures in AR 40-68. Action that suspends, revokes, places in abeyance, or otherwise restricts the privileges of the contract HCP results in that contract HCP not being authorized to perform under the contract. Such action does not excuse the contractor from performing. A replacement contract HCP must be provided according to the terms of this contract. (7) Adverse actions on contract HCP privileges, once the Commander takes action, may be appealed locally by the contract HCP under the provisions of AR 40-68, but may not be appealed by the contractor.
IMPAIRED PERSONNEL
The Contractor is required to remove immediately any contractor personnel whose actions or impaired state raises reasonable suspicion that clear and present danger or physical harm exists to a patient, other contractor employees, Government personnel or the impaired individual. If, after any investigation deemed necessary by government representatives and discussions with the contractor's representative, the Contracting Officer conclude that the contract HCPs impairment requires permanent removal from performance under the contract, the Contracting Officer will notify the contractor that permanent removal is required. In the event of disagreements between the government and the contractor's representative concerning matters of impaired contract HCPs, the decision of the Contracting Officer will be final. During the period of time between the removal on a suspicion of impairment by government personnel and the final decision of the Contracting Officer, the contractor agrees to provide a backup/replacement contract HCP in accordance with the terms of this contract.
NON-COMPETE CONDITIONS
The use of non-compete conditions in employment agreements (to prevent loss of personnel by contractor) effective only during the period of the contract performance is acceptable. However the use of non-compete conditions in employment agreements that prevent employees of the incumbent from being employed, or accepting offers of employment by the new contractor on the follow-on contract is UNACCEPTABLE. It hinders the Government's ability to accomplish the mission of providing medical care to beneficiaries. Inclusion of such conditions in an employer's employment agreement will result in an offeror's proposal being unacceptable. Awardee and their subcontractors may not include such conditions in employment agreements while performing under this contract.
UNAUTHORIZED SERVICES.
The Contractor shall not undertake any action that will increase the price of the contract without the written approval of the Contracting Officer. Any such unauthorized action taken by the contractor or any Contractor employee, which might be construed to be approved by the Government, shall be the responsibility of the Contractor and shall be resolved by the Contractor at no expense to the Government. Third party claims resulting from such unauthorized actions shall also be resolved by the Contractor without expense to the Government.
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (6 May 10)
In accordance with DoD 6025.18-R "Department of Defense Health Information Privacy Regulation," January 24, 2003, the Contractor meets the definition of Business Associate. Therefore, a Business Associate Agreement is required to comply with both the Health Insurance Portability and Accountability Act (HIPAA) Privacy and Security regulations. This clause serves as that agreement whereby the Contractor agrees to abide by all applicable HIPAA Privacy and Security requirements regarding health information as defined in this clause, and in DoD 6025.18-R and DoD 8580.02-R, as amended. Additional requirements will be addressed when implemented.
(a) Definitions. As used in this clause generally refer to the Code of Federal Regulations (CFR) definition unless a more specific provision exists in DoD 6025.18-R or DoD 8580.02-R.
Individual has the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
Privacy Rule means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
Protected Health Information has the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created or received by the Contractor from or on behalf of the Government pursuant to the Contract.
Electronic Protected Health Information has the same meaning as the term "electronic protected health information" in 45 CFR 160.103.
Required by Law has the same meaning as the term "required by law" in 45 CFR 164.103.
Secretary means the Secretary of the Department of Health and Human Services or his/her designee.
Security Rule means the Health Insurance Reform: Security Standards at 45 CFR part 160, 162 and part 164, subpart C.
Terms used, but not otherwise defined, in this Clause shall have the same meaning as those terms in 45 CFR 160.103, 160.502, 164.103, 164.304, and 164.501.
(b) The Contractor shall not use or further disclose Protected Health Information other than as permitted or required by the Contract or as Required by Law.
(c) The Contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Contract.
(d) The Contractor agrees to use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits in the execution of this Contract.
(e) The Contractor shall, at their own expense, take action to mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of Protected Health Information by the Contractor in violation of the requirements of this Clause. These mitigation actions will include as a minimum those listed in the TMA Breach Notification Standard Operating Procedure (SOP), which is available at: http://www.tricare.mil/tmaprivacy/breach.cfm
(f) The Contractor shall report to the Government any security incident involving protected health information of which it becomes aware.
(g) The Contractor shall report to the Government any use or disclosure of the Protected Health Information not provided for by this Contract of which the Contractor becomes aware.
(h) The Contractor shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the Contractor, on behalf of the Government, agrees to the same restrictions and conditions that apply through this Contract to the Contractor with respect to such information.
(i) The Contractor shall ensure that any agent, including a subcontractor, to whom it provides electronic Protected Health Information, agrees to implement reasonable and appropriate safeguards to protect it.
(j) The Contractor shall provide access, at the request of the Government, and in the time and manner reasonably designated by the Government to Protected Health Information in a Designated Record Set, to the Government or, as directed by the Government, to an Individual in order to meet the requirements under 45

CFR 164.524.
(k) The Contractor shall make any amendment(s) to Protected Health Information in a Designated Record Set that the Government directs or agrees to pursuant to 45 CFR 164.526 at the request of the Government, and in the time and manner reasonably designated by the Government.
(l) The Contractor shall make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Contractor, on behalf of the Government, available to the Government, or at the request of the Government to the Secretary, in a time and manner reasonably designated by the Government or the Secretary, for purposes of the Secretary determining the Government's compliance with the Privacy Rule.
(m) The Contractor shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for the Government to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
(n) The Contractor shall provide to the Government or an Individual, in time and manner reasonably designated by the Government, information collected in accordance with this Clause of the Contract, to permit the Government to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
General Use and Disclosure Provisions
Except as otherwise limited in this Clause, the Contractor may use or disclose Protected Health Information on behalf of, or to provide services to, the Government for treatment, payment, or healthcare operations purposes, in accordance with the specific use and disclosure provisions below, if such use or disclosure of Protected Health Information would not violate the HIPAA Privacy Rule, the HIPAA Security Rule, DoD 6025.18-R or DoD 8580.02-R if done by the Government.
Specific Use and Disclosure Provisions
(a) Except as otherwise limited in this Clause, the Contractor may use Protected Health Information for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor.
(b) Except as otherwise limited in this Clause, the Contractor may disclose Protected Health Information for the proper management and administration of the Contractor, provided that disclosures are required by law, or the Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.
(c) Except as otherwise limited in this Clause, the Contractor may use Protected Health Information to provide Data Aggregation services to the Government as permitted by 45 CFR 164.504(e)(2)(i)(B).
(d) Contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).
Obligations of the Government
Provisions for the Government to Inform the Contractor of Privacy Practices and Restrictions
(a) The Government shall provide the Contractor with the notice of privacy practices that the Government produces in accordance with 45 CFR 164.520.
(b) The Government shall provide the Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect the Contractor's permitted or required uses and disclosures.
(c) The Government shall notify the Contractor of any restriction to the use or disclosure of Protected Health Information that the Government has agreed to in accordance with 45 CFR 164.522.
Permissible Requests by the Government
The Government shall not request the Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the HIPAA Privacy Rule, the HIPAA Security Rule, or any applicable Government regulations (including without limitation, DoD 6025.18-R and DoD 8580.02-R) if done by the Government, except for providing Data Aggregation services to the Government and for management and administrative activities of the Contractor as otherwise permitted by this clause.
Termination
(a) Termination. A breach by the Contractor of this clause, may subject the Contractor to termination under any applicable default or termination provision of this Contract.
(b) Effect of Termination.
(1) If this contract has records management requirements, the records subject to the Clause should be handled in accordance with the records management requirements. If this contract does not have records management requirements, the records should be handled in accordance with paragraphs (2) and (3) below
(2) If this contract does not have records management requirements, except as provided in paragraph (3) of this section, upon termination of this Contract, for any reason, the Contractor shall return or destroy all Protected Health Information received from the Government, or created or received by the Contractor on behalf of the Government. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Contractor. The Contractor shall retain no copies of the Protected Health Information.
(3) If this contract does not have records management provisions and the Contractor determines that returning or destroying the Protected Health Information is infeasible, the Contractor shall provide to the Government notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Government and the Contractor that return or destruction of Protected Health Information is infeasible, the Contractor shall extend the protections of this Contract to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains such Protected Health Information.
Miscellaneous
(a) Regulatory References. A reference in this Clause to a section in DoD 6025.18-R, DoD 8580.02-R, Privacy Rule or Security Rule means the section currently in effect or as amended, and for which compliance is required.
(b) Survival. The respective rights and obligations of Business Associate under the "Effect of Termination" provision of this Clause shall survive the termination of this Contract.
(c) Interpretation. Any ambiguity in this Clause shall be resolved in favor of a meaning that permits the Government to comply with DoD 6025.18-R, DoD 8580.02-R, the HIPAA Privacy Rule or the HIPAA Security Rule.
(END OF SUPPLEMENT TO THE PWS)

Requirements
Audiology screening Performance Work Statement (PWS)

Packaging and Marking

Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: See Statement of Work (SOW) or Performance Work Statement (PWS) for Acceptance/inspection criteria. DoDAAC: HT0783 CountryCode: USA ACH BLANCHFIELD CAMPBELL - PB 20TH STREET, BLDG 2434 FORT CAMPBELL, KY 42223-1498 UNITED STATES Jason Honeycutt Email: jason.a.honeycutt4.civ@health.mil Telephone: 1234567890

Deliveries or Performance

Line Item	Delivery Schedule	Quantity	Address and POC
0001	Period of Performance From 15 Aug 2026 To 14 Aug 2031	5,000 Each	

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		
252.232-7009	Mandatory Payment by Governmentwide Commercial Purchase Card.	May 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

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(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.

Invoice 2in1

(Contracting Officer: Insert either "Invoice 2in1" or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(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	HT0014
Admin DoDAAC	HT0014
Inspect By DoDAAC	____
Ship To Code	____
Ship From Code	____
Mark For Code	____
Service Approver (DoDAAC)	HT0782
Service Acceptor (DoDAAC)	HT0782
Accept at Other DoDAAC	____
LPO DoDAAC	____
DCAA Auditor DoDAAC	____
Other DoDAAC(s)	____

*(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")*

*(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)*

(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.

Jason HoneyCutt jason.a.honeycutt4.civ@health.mil

(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

Blanket Purchase Agreement (BPA) Between

CONTRACTOR

And

United States Department of Defense

1. AUTHORITY. This agreement is established in accordance with the Revolutionary Federal Acquisition Regulation Overhaul (RFO)) Part 13, Subpart 12.201-1(e)(3), Blanket Purchase Agreements (BPAs). This BPA will be reviewed by the Contracting Officer at least once annually before the anniversary of the effective date, and revised to conform to all requirements of Statutes, Executive Orders, and the FAR. Revisions will be evidenced by a modification to the BPA.

2. DESCRIPTION OF AGREEMENT. Contractor shall provide all supplies as per this agreement and the BPA Schedule (Supplies or Services and Prices). Supplies and services shall be provided in accordance with the terms and conditions of this agreement and the Performance Work Statement.

3. PRICING: Pricing will be reviewed by the contractor and the Military Treatment Facility prior to the end of each 12-month term of the agreement, to assess potential price adjustments based on actual volumes achieved during the year. During the term of this BPA, an authorized representative of the contractor may meet with the customer from each participating facility, either separately or together, on a quarterly basis to review compliance to the estimated levels.

4. EXTENT OF OBLIGATION. Contractor is hereby incorporated into this BPA. The Government is obligated only to the extent of calls (orders) placed by authorized individuals and the purchase limitations of this BPA. Calls (orders) will be made by placing calls for services required. Payment will be made for actual services rendered.

5. PURCHASE LIMITATION.
MAX BPA CALL Limit: $25,000.00
Maximum GPC Limit $10,000.00
Period of Performance: 5-year ordering period from time of award.

6. INDIVIDUALS AUTHORIZED TO PURCHASE UNDER THE BPA. Calls placed by individuals not identified are not authorized and shall not be honored by the contractor. Services provided by the contractor in violation of this authorization will be treated as an unauthorized commitment and may result in termination of this agreement by the government. Changes in the list shall require the signature of the Administering Contracting Officer.

Individuals authorized to place purchases/calls under this agreement are identified by the Defense Health Agency Contracting Activity (DHACA).

Authorized individuals to place orders/calls:

TBA after Award of BPA.

Authorized individuals to place Government Purchase Card (GPC) Call Orders not exceeding $2,500.00:

TBA after Award of BPA.DELIVERY TICKETS. Payment for calls issued under this BPA will be made by WAWF.

7. DELIVERY TICKETS. Payment for calls issued under this BPA will be made by WAWF. If a BPA Call is issued by the contracting office, monthly invoices are authorized for the duration of the BPA Call. If an order is placed using the Government Purchase Card (GPC) only one invoice is allowed per GPC order. All services under this BPA shall be accompanied by a delivery ticket that contains the following information:

- Name of Supplier
- BPA Number and Call Number
- Date of Request
- Itemized List of services provided.
- Quantity, Unit Price, and Extension of Each Item, Less Applicable Discounts
- Date of Delivery of Shipment/Service under this invoice

8. Pricing

Item	Description	Unit Price
0001	Basic Comprehensive Audiometry	
0002	Tympanometry (Impedance Testing)	

0003	Acoustic Reflex Decay Test	
0004	Acoustic Reflex Testing	
0005	Pure Tone Audiometry, Air and Bone	
0006	Pure Tone Audiometry, Threshold Air Only	
0007	Speech Audiometry, Threshold Only	
0008	Speech Audiometry Threshold/Discrimination	

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.202-1	Definitions.	Jun 2020		
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	Jan 2017		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	Feb 2026		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	Feb 2026		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	Feb 2026		
52.219-6	Notice of Total Small Business Set-Aside. (Deviation 2026-O0038)	Feb 2026		
52.222-3	Convict Labor. (Deviation 2026-O0038)	Feb 2026		
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	Feb 2026		
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	Feb 2026		
52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements. (Deviation 2026-O0038)	Feb 2026		
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	Apr 2026		
52.223-23	Sustainable Products. (Deviation 2026-O0038)	Feb 2026		
52.224-3	Privacy Training.	Jan 2017		
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May 2024		
52.229-12	Tax on Certain Foreign Procurements. (Deviation 2026-O0038)	Feb 2021		
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	Oct 2018		
52.232-36	Payment by Third Party. (Deviation 2026-O0038)	Feb 2026		
52.232-39	Unenforceability of Unauthorized Obligations.	Jun 2013		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Mar 2023		
52.233-3	Protest after Award. (Deviation 2026-O0038)	Feb 2026		
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	Feb 2026		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	Feb 2026		
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	Apr 2026		

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		
252.204-7003	Control of Government Personnel Work Product.	Apr 1992		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	May 2024		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023		
252.204-7022	Expediting Contract Closeout.	May 2021		
252.225-7048	Export-Controlled Items.	Jun 2013		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	Jan 2023		
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	Jun 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		
252.247-7023	Transportation of Supplies by Sea.	Oct 2024		

FAR Clauses Incorporated by Full Text

52.212-4 Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038) (Feb 2026)

TERMS AND CONDITIONS-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (FEB 2026) (DEVIATION 2026-O0038)

(a) *Definitions*. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

(b) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(c) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.,* use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(d) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(e) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall-

(1) Notify the Contracting Officer in writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

(g) Invoice. The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment*-

(1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(4) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable;

(D) Contractor point of contact; and

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(5) *Interest*. (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions*. The Contracting Officer will issue a final decision as required by FAR part 33 if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR part 32).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a termination for cause.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures for interest credits prescribed in FAR part 32 in effect on the date of this contract.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon-

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered under this contract are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

(r) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services;

(2) The Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) Other contract clauses incorporated in the solicitation or contract;

(4) Addenda to this solicitation or contract;

(5) Solicitation provisions incorporated in the solicitation;

(6) Other paragraphs of this clause;

(7) Other documents, exhibits, and attachments; and

(8) The specification.

(s) *Unauthorized obligations*.

(1) Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government-authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (s)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(t) *Comptroller General examination of record*. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

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

(2) The Contractor shall make available at its offices, at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR part 4, longer period required by statute, or periods specified in other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

(u) *Incorporation by reference*. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

52.219-28 Postaward Small Business Program Rerepresentation. (Deviation 2026-O0038) (Feb 2026)

POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (FEB 2026) (DEVIATION 2026-O0038)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern-

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was a small business concern, a small disadvantaged business concern, or a joint venture that was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at https://www.sba.gov/document/support--table-size-standards.

(d) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition-

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation(s) required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it ☐ is, ☐ is not a small business concern under ____NAICS Code assigned to ____contract number.

(2) [*Complete only if the Contractor represented itself as a small business concern in paragraph (g)(1) of this clause*.] The Contractor represents that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

(3) *Women-owned small business (WOSB) joint venture eligible under the WOSB Program*. The Contractor represents that it ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __.]

(4) *Economically disadvantaged women-owned small business (EDWOSB) joint venture*. The Contractor represents that it ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __ .]

(5) *Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program*. The Contractor represents that it ☐ is, ☐ is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __.]

(6) *HUBZone joint venture eligible under the HUBZone Program.*[*Complete only if the offeror is a HUBZone small business concern.*] The offeror represents, as part of its offer, that It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern. [____Contractor to sign and date and insert authorized signer's name and title.]

(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):

www.acquisition.gov ____ ____[Insert one or more Internet addresses]

(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 Federal Acquisition Regulation (FAR) and Defense FAR Supplement (DFARS)[insert regulation name] (48 CFR Chapter I and II) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

List of Attachments

Representations, Certification, & Other Statements

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	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		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	May 2022		
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	Jun 2023		

FAR Clauses Incorporated by Full Text

52.222-48 Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification. (Deviation 2026-O0038) (Feb 2026)

EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT-CERTIFICATION (FEB 2026) (DEVIATION 2026-O0038)

(a) The offeror must check the following certification:

Certification

The offeror ☐ does ☐ does not certify that-

(1) The items of equipment to be serviced under this contract are used regularly for other than Government purposes, and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontractor) in substantial quantities to the general public in the course of normal business operations;

(2) The services will be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.

(i) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.

(ii) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror; and

(3) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract are the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1002-1(e)(3) that the Service Contract Labor Standards statute-

(1) Will not apply to this offeror, then the Service Contract Labor Standards clause in this solicitation will not be included in any resultant contract to this offeror; or

(2) Will apply to this offeror, then the clause at 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements, in this solicitation will not be included in any resultant contract awarded to this offeror, and the offeror may be provided an opportunity to submit a new offer on that basis.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision-

(1) The clause in this solicitation at 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements, will not be included in any resultant contract awarded to this offeror; and

(2) The offeror must notify the Contracting Officer as soon as possible, if the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation.

(d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

(End of provision)

52.229-11 Tax on Certain Foreign Procurements-Notice and Representation. (Jun 2020)

TAX ON CERTAIN FOREIGN PROCUREMENTS-NOTICE AND REPRESENTATION (JUN 2020)

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

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area of the United States.

United States person as defined in 26 U.S.C. 7701(a)(30) means

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if-

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror may claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service (IRS) Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that

(1) It ☐ is ☐ is not a foreign person; and

(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that-I am claiming on the IRS Form W-14 ☐ a full exemption, or ☐ partial or no exemption [*Offeror must select one*] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then-

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the IRS as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to https://www.irs.gov/help/tax-law-questions.

(End of provision)

DFARS Clauses Incorporated by Full Text

252.204-7016 Covered Defense Telecommunications Equipment or Services-Representation. (Dec 2019)

COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (DEC 2019)

(a) *Definitions*. As used in this provision, "covered defense telecommunications equipment or services" has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

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

(c) *Representation*. The Offeror represents that it ☐ does, ☐ does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

252.204-7017 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation. (May 2021)

PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (MAY 2021)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument."

(a) *Definitions*. "Covered defense telecommunications equipment or services," "covered mission," "critical technology," and "substantial or essential component," as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) *Prohibition*. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Procedures*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at *https://www.sam.gov* for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) *Representation*. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does" provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

The Offeror represents that it ☐ will ☐ will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) *Disclosures*. If the Offeror has represented in paragraph (d) of this provision that it "will provide covered defense telecommunications equipment or services," the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

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

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

252.226-7002 Representation for Demonstration Project for Contractors Employing Persons with Disabilities. (Dec 2019)

REPRESENTATION FOR DEMONSTRATION PROJECT FOR CONTRACTORS EMPLOYING PERSONS WITH DISABILITIES (DEC 2019)

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

"Eligible contractor" means a business entity operated on a for-profit or nonprofit basis that-

(1) Employs severely disabled individuals at a rate that averages not less than 33 percent of its total workforce over the 12-month period prior to issuance of the solicitation;

(2) Pays not less than the minimum wage prescribed pursuant to 29 U.S.C. 206 to the employees who are severely disabled individuals; and

(3) Provides, for its employees, health insurance and a retirement plan comparable to those provided for employees by business entities of similar size in its industrial sector or geographic region.

"Severely disabled individual" means an individual with a disability (as defined in 42 U.S.C. 12102) who has a severe physical or mental impairment that seriously limits one or more functional capacities.

(b) *Demonstration Project.* This solicitation is issued pursuant to the Demonstration Project for Contractors Employing Persons with Disabilities. The purpose of the Demonstration Project is to provide defense contracting opportunities for entities that employ severely disabled individuals. To be eligible for award, an offeror must be an eligible contractor as defined in paragraph (a) of this provision.

(c) *Representation.* The offeror represents that it ☐ is ☐ is not an eligible contractor as defined in paragraph (a) of this provision.

(End of provision)

Instructions, Conditions, & Notices to Offerors or Quoters

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

FAR 52.212-1 is hereby amended to reflect the changes shown below as to the specific paragraph revised. PROPOSALSUBMISSION:

This section specifies the format and content that Offerors will use for submitting their offers in response to this Request for Quote (RFQ). Offerors shall ensure that the information provided within their offer is factual, accurate, and complete.

The Government anticipates awarding a firm-fixed price Blanket Purchase Agreement from this solicitation. Award will be made on the determination that the proposal meats the Government's needs and requirements as stated in the Performance Work Statement and Price Reasonableness. Award may be made without discussions with offerors. The Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The offeror shall submit electronic offers in response to this solicitation no later than the date and time specified on sam.gov .

Contract Specialist: jessie.g.hart.civ@health.mil

Contracting Officer: lorena.cruz.civ@health.mil

The Government will not be responsible for any failure of transmission or receipt of the offer, or any failure of the offeror to verify receipt of the offer. Offeror Questions and Clarifications:

Any questions, comments or clarifications concerning any aspect of the solicitation shall be submitted inwriting via e-mail to:

Contract Specialist: jessie.g.hart.civ@health.mil

Contracting Officer: lorena.cruz.civ@health.mil

Within five calendar days after issuance of solicitation. Questions or clarifications submitted should identify the topic (e.g., technical or price), and must reference the applicable section of the solicitation (e.g., Section, paragraph, and subparagraph) and RFQ number. Telephone calls will not be accepted nor responded to. Responses will be emailed to all interested offerors. Proposal Instructions: The submission shall be logically assembled. Each section shall be clearly identified. Proposals shall include the following written documentation:

Section I. Documents/ Forms required:

1. Offeror may use the Price Table in the Blanket Purchase Agreement to propose Unit Prices.

2. A technical description of the services offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, a statement affirming the services comply with the performance work statement, or other documents, if necessary.

3. Include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information or reject the terms and conditions of the solicitation may be excluded from consideration.

Section 2. Evaluation Factors:

Technical - Factor 1. Offerorshall submit a technical description and approach to providing the services.The technical proposal must explain how the technical proposal meets theminimum requirements to perform the requirements as specified in thePerformance Work Statement.

Price - Factor 2. Offeror shallprovide a proposal for the proposed prices for each type of service. Theinformation provided will be used to assist in the Price Reasonabledetermination described in Addendum to 52.212-2 of this solicitation.

U) Unique Entity ID/ CAGE Code. The offeror shall obtainthese said Codes and submit them to Contracting Center.

Registration in the System forAward Management (SAM), if you are a US firm. Award cannot and shall not bemade to an offeror without these codes.

Para (m)Quotation PreparationCosts. This solicitation does not commit the Government to pay any costsincurred in the submission of an offer, in making any necessary studies for thepreparation thereof, or for any visit(s) the Contracting Officer may requestfor the purpose of clarification of the offer.

Para(o) Protest received at alevel higher than the contracting officer will be referred to the contractingofficer. Protestor may request a review by the contracting officer or anindependent review at a level higher than the contracting officer. Requests forappeals or independent review will be addressed to the contracting officer forreferral to the review authority.

Questions on this process will bereferred to the cognizant contracting officer identified in the solicitation.Para (p) The non-FAR Part 12 discretionary FAR, DFARS, and AFARS provisions includedherein are incorporated into this solicitation either by reference or in fulltext. If incorporated by reference, see provision52.252-1 herein for locationswhere full text can be found.

(End of Addendum to 52.212-1)

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	Jan 2017		
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	Feb 2026		
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services. (Deviation 2026-O0038)	Feb 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	Mar 2023		
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	Jan 2023		

FAR Clauses Incorporated by Full Text

52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns. (Deviation 2026-O0038) (Feb 2026)

NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (FEB 2026) (DEVIATION 2026-O0038)

(a) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(b) *Waiver of evaluation preference*. A HUBZone small business concern may choose to waive the evaluation preference. If the concern waives the preference, the factor will be added to its offer for evaluation purposes.

☐ Offeror chooses to waive the evaluation preference.

(c) *Joint venture.* A HUBZone joint venture agrees that, in the performance of the contract, at least 40 percent of the aggregate work performed by the joint venture shall be completed by the HUBZone small business parties to the joint venture. Work performed by the HUBZone small business parties to the joint venture must be more than administrative functions.

(End of provision)

52.252-1 Solicitation Provisions Incorporated by Reference. (Feb 1998)

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):

www.acquisition.gov [Insert one or more Internet addresses]

(End of provision)

52.252-5 Authorized Deviations in Provisions. (Nov 2020)

AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Federal Acquisition Regulation (FAR) and Defense FAR Supplement (DFARS)[insert regulation name](48 CFR ChapterI and II) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

Evaluation Factors for Award

Addendum to Evaluation - Commercial Product and Commercial Services

Addendum to Evaluation - Commercial Product and Commercial Services 52.212-2 ADDENDUM

Paragraph (a) is hereby replaced with the following:

Award will be made using the lowest price technically acceptable (LPTA) source selection process. Award will be made to the responsible quoter on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-price factors. The following factors shall be used to evaluate Quotes:

Factor I: Technical
Factor II: Price

Contract award will be made to the quoter provided its technical response conforms to the requirements of the solicitation; its price is determined to be fair and reasonable by the contracting officer; and the contracting officer determines the quoter is responsible.

Technical capability will be evaluated based on the contractor's quote. The Contractor shall detail how the requirements will be fulfilled for the Specific Task outlined in the PWS. The Government will evaluate whether the Quoter has demonstrated in their technical/management plan that it meets all minimum requirements of this solicitation. Quotes that do not demonstrate the quoted services meet all requirements will not be considered further for award. If an quoter does not indicate whether its quoted services meet a certain minimum requirement, the Government will determine that it does not.

PROCESS FOR AWARD:

Impartial consideration will be given to all Quotes received in response to this solicitation. Each quote will be evaluated strictly in accordance with its content and the Government will not assume that performance will include areas not specified in the quote.

Prior to evaluation of Quotes, the Government will conduct a compliance review to determine if each quote meets all submission requirements as outlined in 52.212-1 and Addendum to 52.212-1.

If a quote is found to be non-compliant, no further consideration will be given.

All Quotes received in compliance with this solicitation will receive an evaluation as outlined below:

FACTOR 1: TECHNICAL.

The Government will evaluate Technical Performance for merit. Any quote with an unacceptable technical rating will not receive any further consideration.

The following adjectival ratings will be used in evaluating each quoter's written technical quote:

Note: Any quoter receiving a rating of "Unacceptable" for Technical Capability will no longer be considered for award. The Government will not evaluate price for any quote rated technically unacceptable. The following ratings will be used in evaluating each quoter's technical statement.

Technical Ratings

Acceptable Quote meets requirements.

Unacceptable Quote does not meet requirements of the solicitation

FACTOR II: PRICE.

Price Analysis will be conducted. Quotes will be evaluated for price reasonableness, balance, and completeness. The quoted price will be evaluated for the entire effort. 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.

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 quoted prices received in response to the solicitation and/or comparison of quoted prices with the Independent Government Estimate. Price must be determined to be fair and reasonable.

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

(End of provision)

FAR Clauses Incorporated by Full Text

52.212-2 Evaluation-Commercial Products and Commercial Services. (Deviation 2026-O0038) (Feb 2026)

EVALUATION-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (FEB 2026) (DEVIATION 2026-O0038)

(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:

[Insert evaluation factors in the relative order of importance. For requests for proposals, state: Evaluation factors other than price when combined are [significantly more important than price/approximately equal to price/significantly less important] than price. For invitations for bids, list only price and price-related factors.]

Technical

Price

____

____

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

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

(End of provision)