# SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

| 1. REQUISITION NUMBER | PAGE 1 OF |
|---|---|
| | 51 |

| 2. CONTRACT NUMBER | 3. AWARD/EFFECTIVE DATE | 4. ORDER NUMBER | 5. SOLICITATION NUMBER | 6. SOLICITATION ISSUE DATE |
|---|---|---|---|---|
| | | | W81K0026QA211 | 24 JUN 2026 |

| 7. FOR SOLICITATION INFORMATION CALL: | a. NAME | b. TELEPHONE NUMBER *(No collect calls)* | 8. OFFER DUE DATE/ LOCAL TIME |
|---|---|---|---|
| | TROY LOGE | 915-742-0923 | 30 JUN 2026 10:00 AM |

9. ISSUED BY CODE W81K00

W40M MRC0 WEST
MEDICAL READINESS CONTR OFFICE WEST, 3160 MCINDOE BLDG1103
JBSA FT SAM HOUSTON, TX 78234-4504
UNITED STATES
TROY LOGE, EMAIL: TROY.A.LOGE.CIV@HEALTH.MIL TELEPHONE: 915-742-0923

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

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

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 334510

SIZE STANDARD:

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

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NUMBER

18a. PAYMENT WILL BE MADE BY CODE

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

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

| 19. ITEM NUMBER | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|---|---|---|---|---|---|
| | SEE CONTINUATION<br>*(Use Reverse and/or Attach Additional Sheets as Necessary)* | | | | |

25. ACCOUNTING AND APPROPRIATION DATA

SEE CONTINUATION

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

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

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

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

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

# Solicitation/Contract Form Continuation

Instrument Name: WBAMC Surgical Aspirator - Liposuction

Product Service Code : 6515

## Continuation of Supplies or Services and Prices/Costs

### Additional Information/Notes

| Item | Supplies/Service | Quantity | Unit | Unit Price | Amount |
|---|---|---|---|---|---|
| 0001 | Product Service Description: VASERlipo 2.2 System (OR EQUAL)<br>Manufacturer's Part Number: 110-0032<br>Product Service Code: 6515<br>Pricing Arrangement: Firm Fixed Price | 1 | Each | | |
| 0002 | Product Service Description: Vaser Accessory Kit (OR EQUAL)<br>Manufacturer's Part Number: 115-0019<br>Product Service Code: 6515<br>Pricing Arrangement: Firm Fixed Price | 2 | Each | | |
| 0003 | Product Service Description: 3-groove, 2.9 mm x 11 cm, VASER Probe (OR EQUAL)<br>Manufacturer's Part Number: 130-0170<br>Product Service Code: 6515<br>Pricing Arrangement: Firm Fixed Price | 1 | Each | | |
| 0004 | Product Service Description: 3-groove, 3.7 mm x 33 cm, VASER Probe (OR EQUAL)<br>Manufacturer's Part Number: 130-0090<br>Product Service Code: 6515<br>Pricing Arrangement: Firm Fixed Price | 2 | Each | | |
| 0005 | Product Service Description: 5-Groove, 3.7 mm x 26 cm, VASER Probe (OR EQUAL)<br>Manufacturer's Part Number: 130-0574<br>Product Service Code: 6515<br>Pricing Arrangement: Firm Fixed Price | 2 | Each | | |
| 0006 | Product Service Description: 5-Groove, 3.7 mm x 33 cm, VASER (OR EQUAL)<br>Manufacturer's Part Number: 130-0575 | 2 | Each | | |

| | | | | | |
|---|---|---|---|---|---|
| | Product Service Code: 6515<br>Pricing Arrangement: Firm Fixed Price | | | | |
| 0007 | Product Service Description: Skin Port, Cork, 4 Pack (OR EQUAL)<br>Manufacturer's Part Number: 130-0096<br>Product Service Code: 6515<br>Pricing Arrangement: Firm Fixed Price | 2 | Each | | |
| 0008 | Product Service Description: Skin Port, White Disc, 4pk (OR EQUAL)<br>Manufacturer's Part Number: 130-0117<br>Product Service Code: 6515<br>Pricing Arrangement: Firm Fixed Price | 2 | Each | | |
| 0009 | Product Service Description: Skin Port, Orange Disc, 4pk (OR EQUAL)<br>Manufacturer's Part Number: 130-0116<br>Product Service Code: 6515<br>Pricing Arrangement: Firm Fixed Price | 2 | Each | | |
| 0010 | Product Service Description: Tubing Set, Infiltration, PVC - case of (OR EQUAL)<br>Manufacturer's Part Number: 130-0070<br>Product Service Code: 6515<br>Pricing Arrangement: Firm Fixed Price | 1 | Each | | |
| 0011 | Product Service Description: Tubing Set, Suction, PVC - Case of 10 (OR EQUAL)<br>Manufacturer's Part Number: 130-0071<br>Product Service Code: 6515<br>Pricing Arrangement: Firm Fixed Price | 1 | Each | | |
| 0012 | Product Service Description: 1250cc Canister with Lid - case of 20 (OR EQUAL)<br>Manufacturer's Part Number: 130-0168<br>Product Service Code: 6515<br>Pricing Arrangement: Firm Fixed Price | 1 | Each | | |
| | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| 0013 | Product Service Description: Installation Training<br>Manufacturer's Part Number: TI001<br>Product Service Code: 6515<br>Pricing Arrangement: Firm Fixed Price | 1 | Each | | |
| 0014 | Product Service Description: Shipping /Handling<br>Manufacturer's Part Number: SHIPPING<br>Product Service Code: 6515<br>Pricing Arrangement: Firm Fixed Price | 1 | Each | | |
| 0015 | Product Service Description: 3-groove, 3.7 mm x 26 (OR EQUAL)<br>Manufacturer's Part Number: 130-0004<br>Product Service Code: 6515<br>Pricing Arrangement: Firm Fixed Price | 2 | Each | | |
| 0016 | Product Service Description: 2-groove, 3.7 mm-34mm (OR EQUAL)<br>Manufacturer's Part Number: 130-0089<br>Product Service Code: 6515<br>Pricing Arrangement: Firm Fixed Price | 2 | Each | | |
| 0017 | Product Service Description: Canister Ring, Moded (OR EQUAL)<br>Manufacturer's Part Number: 410-0162<br>Product Service Code: 6515<br>Pricing Arrangement: Firm Fixed Price | 2 | Each | | |

# Continuation of Description

## Requirements

Surgical Aspirator - Liposuction

## Continuation of Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

| | |
|---|---|
| 0001 | Inspection and Acceptance Location<br><br>Both<br>Destination<br>Instructions: Jerry Mata, jerry.a.mata.civ@health.mil, 915 569-1749<br><br>DoDAAC: HT0848<br>CountryCode: USA<br><br>AMC BEAUMONT BLISS - PB<br>18511 HIGHLANDER MEDICS STREET, FORT BLISS TX 79918<br>FORT BLISS, TX 79918<br>UNITED STATES |

## Continuation of Deliveries or Performance

| | |
|---|---|
| 0001 | **Delivery Schedule**<br>Delivery On Or Before<br>Delivery Date 31 Aug 2026<br>**Quantity** 1 Each<br><br>**Address and POC**<br>Ship To<br>DoDAAC: HT0848<br>CountryCode: USA<br>AMC BEAUMONT BLISS - PB<br>18511 HIGHLANDER MEDICS STREET, FORT BLISS TX 79918 FORT BLISS, TX 79918 UNITED STATES<br><br>**Special Handling/Notes**<br>FoB Details<br><br>Party to Pay Transportation Cost: Contractor<br><br>Point Type: Destination |
| 0002 | **Delivery Schedule**<br>Delivery On Or Before<br>Delivery Date 31 Aug 2026<br>**Quantity** 2 Each<br><br>**Address and POC**<br>Ship To<br>DoDAAC: HT0848<br>CountryCode: USA<br>AMC BEAUMONT BLISS - PB<br>18511 HIGHLANDER MEDICS STREET, FORT BLISS TX 79918 FORT BLISS, TX 79918 UNITED STATES<br><br>**Special Handling/Notes** |

| | |
|---|---|
| | FoB Details<br><br>Party to Pay Transportation Cost: Contractor<br><br>Point Type: Destination |
| 0003 | **Delivery Schedule**<br>Delivery On Or Before<br>Delivery Date 31 Aug 2026<br>**Quantity** 1 Each<br><br>**Address and POC**<br>Ship To<br>DoDAAC: HT0848<br>CountryCode: USA<br>AMC BEAUMONT BLISS - PB<br>18511 HIGHLANDER MEDICS STREET, FORT BLISS TX 79918 FORT BLISS, TX 79918 UNITED STATES<br><br>**Special Handling/Notes**<br>FoB Details<br><br>Party to Pay Transportation Cost: Contractor<br><br>Point Type: Destination |
| 0004 | **Delivery Schedule**<br>Delivery On Or Before<br>Delivery Date 31 Aug 2026<br>**Quantity** 2 Each<br><br>**Address and POC**<br>Ship To<br>DoDAAC: HT0848<br>CountryCode: USA<br>AMC BEAUMONT BLISS - PB |

| | |
|---|---|
| | 18511 HIGHLANDER MEDICS STREET, FORT BLISS TX 79918 FORT BLISS, TX 79918 UNITED STATES<br><br>**Special Handling/Notes**<br>FoB Details<br><br>Party to Pay Transportation Cost: Contractor<br><br>Point Type: Destination |
| 0005 | **Delivery Schedule**<br>Delivery On Or Before<br>Delivery Date 31 Aug 2026<br>**Quantity** 2 Each<br><br>**Address and POC**<br>Ship To<br>DoDAAC: HT0848<br>CountryCode: USA<br>AMC BEAUMONT BLISS - PB<br>18511 HIGHLANDER MEDICS STREET, FORT BLISS TX 79918 FORT BLISS, TX 79918 UNITED STATES<br><br>**Special Handling/Notes**<br>FoB Details<br><br>Party to Pay Transportation Cost: Contractor<br><br>Point Type: Destination |
| 0006 | **Delivery Schedule**<br>Delivery On Or Before<br>Delivery Date 31 Aug 2026<br>**Quantity** 2 Each |

| | |
|---|---|
| | **Address and POC**<br>Ship To<br>DoDAAC: HT0848<br>CountryCode: USA<br>AMC BEAUMONT BLISS - PB<br>18511 HIGHLANDER MEDICS STREET, FORT BLISS TX 79918 FORT BLISS, TX 79918 UNITED STATES<br><br>**Special Handling/Notes**<br>FoB Details<br><br>Party to Pay Transportation Cost: Contractor<br><br>Point Type: Destination |
| 0007 | **Delivery Schedule**<br>Delivery On Or Before<br>Delivery Date 31 Aug 2026<br>**Quantity** 2 Each<br><br>**Address and POC**<br>Ship To<br>DoDAAC: HT0848<br>CountryCode: USA<br>AMC BEAUMONT BLISS - PB<br>18511 HIGHLANDER MEDICS STREET, FORT BLISS TX 79918 FORT BLISS, TX 79918 UNITED STATES<br><br>**Special Handling/Notes**<br>FoB Details<br><br>Party to Pay Transportation Cost: Contractor<br><br>Point Type: Destination |
| | |

| | |
|---|---|
| 0008 | **Delivery Schedule**<br>Delivery On Or Before<br>Delivery Date 31 Aug 2026<br>**Quantity** 2 Each<br><br>**Address and POC**<br>Ship To<br>DoDAAC: HT0848<br>CountryCode: USA<br>AMC BEAUMONT BLISS - PB<br>18511 HIGHLANDER MEDICS STREET, FORT BLISS TX 79918 FORT BLISS, TX 79918 UNITED STATES<br><br>**Special Handling/Notes**<br>FoB Details<br><br>Party to Pay Transportation Cost: Contractor<br><br>Point Type: Destination |
| 0009 | **Delivery Schedule**<br>Delivery On Or Before<br>Delivery Date 31 Aug 2026<br>**Quantity** 2 Each<br><br>**Address and POC**<br>Ship To<br>DoDAAC: HT0848<br>CountryCode: USA<br>AMC BEAUMONT BLISS - PB<br>18511 HIGHLANDER MEDICS STREET, FORT BLISS TX 79918 FORT BLISS, TX 79918 UNITED STATES<br><br>**Special Handling/Notes**<br>FoB Details |

| | |
|---|---|
| | Party to Pay Transportation Cost: Contractor<br><br>Point Type: Destination |
| 0010 | **Delivery Schedule**<br>Delivery On Or Before<br>Delivery Date 31 Aug 2026<br>**Quantity** 1 Each<br><br>**Address and POC**<br>Ship To<br>DoDAAC: HT0848<br>CountryCode: USA<br>AMC BEAUMONT BLISS - PB<br>18511 HIGHLANDER MEDICS STREET, FORT BLISS TX 79918 FORT BLISS, TX 79918 UNITED STATES<br><br>**Special Handling/Notes**<br>FoB Details<br><br>Party to Pay Transportation Cost: Contractor<br><br>Point Type: Destination |
| 0011 | **Delivery Schedule**<br>Delivery On Or Before<br>Delivery Date 31 Aug 2026<br>**Quantity** 1 Each<br><br>**Address and POC**<br>Ship To<br>DoDAAC: HT0848<br>CountryCode: USA<br>AMC BEAUMONT BLISS - PB<br>18511 HIGHLANDER MEDICS STREET, FORT BLISS TX 79918 FORT BLISS, TX 79918 UNITED STATES |

| | |
|---|---|
| | **Special Handling/Notes**<br>FoB Details<br><br>Party to Pay Transportation Cost: Contractor<br><br>Point Type: Destination |
| 0012 | **Delivery Schedule**<br>Delivery On Or Before<br>Delivery Date 31 Aug 2026<br>**Quantity** 1 Each<br><br>**Address and POC**<br>Ship To<br>DoDAAC: HT0848<br>CountryCode: USA<br>AMC BEAUMONT BLISS - PB<br>18511 HIGHLANDER MEDICS STREET, FORT BLISS TX 79918 FORT BLISS, TX 79918 UNITED STATES<br><br>**Special Handling/Notes**<br>FoB Details<br><br>Party to Pay Transportation Cost: Contractor<br><br>Point Type: Destination |
| 0013 | **Delivery Schedule**<br>Delivery On Or Before<br>Delivery Date 31 Aug 2026<br>**Quantity** 1 Each<br><br>**Address and POC**<br>Ship To |

| | |
|---|---|
| | DoDAAC: HT0848<br>CountryCode: USA<br>AMC BEAUMONT BLISS - PB<br>18511 HIGHLANDER MEDICS STREET, FORT BLISS TX 79918 FORT BLISS, TX 79918 UNITED STATES<br><br>**Special Handling/Notes**<br>FoB Details<br><br>Party to Pay Transportation Cost: Contractor<br><br>Point Type: Destination |
| 0014 | **Delivery Schedule**<br>Delivery On Or Before<br>Delivery Date 31 Aug 2026<br>**Quantity** 1 Each<br><br>**Address and POC**<br>Ship To<br>DoDAAC: HT0848<br>CountryCode: USA<br>AMC BEAUMONT BLISS - PB<br>18511 HIGHLANDER MEDICS STREET, FORT BLISS TX 79918 FORT BLISS, TX 79918 UNITED STATES<br><br>**Special Handling/Notes**<br>FoB Details<br><br>Party to Pay Transportation Cost: Contractor<br><br>Point Type: Destination |
| 0015 | **Delivery Schedule**<br>Delivery On Or Before |

| | |
|---|---|
| | Delivery Date 31 Aug 2026<br>**Quantity** 2 Each<br><br>**Address and POC**<br>Ship To<br>DoDAAC: HT0848<br>CountryCode: USA<br>AMC BEAUMONT BLISS - PB<br>18511 HIGHLANDER MEDICS STREET, FORT BLISS TX 79918 FORT BLISS, TX 79918 UNITED STATES<br><br>**Special Handling/Notes**<br>FoB Details<br><br>Party to Pay Transportation Cost: Contractor<br><br>Point Type: Destination |
| 0016 | **Delivery Schedule**<br>Delivery On Or Before<br>Delivery Date 31 Aug 2026<br>**Quantity** 2 Each<br><br>**Address and POC**<br>Ship To<br>DoDAAC: HT0848<br>CountryCode: USA<br>AMC BEAUMONT BLISS - PB<br>18511 HIGHLANDER MEDICS STREET, FORT BLISS TX 79918 FORT BLISS, TX 79918 UNITED STATES<br><br>**Special Handling/Notes**<br>FoB Details |

| | |
|---|---|
| | Party to Pay Transportation Cost: Contractor<br><br>Point Type: Destination |
| 0017 | **Delivery Schedule**<br>Delivery On Or Before<br>Delivery Date 31 Aug 2026<br>**Quantity** 2 Each<br><br>**Address and POC**<br>Ship To<br>DoDAAC: HT0848<br>CountryCode: USA<br>AMC BEAUMONT BLISS - PB<br>18511 HIGHLANDER MEDICS STREET, FORT BLISS TX 79918 FORT BLISS, TX 79918 UNITED STATES<br><br>**Special Handling/Notes**<br>FoB Details<br><br>Party to Pay Transportation Cost: Contractor<br><br>Point Type: Destination |

# Contract Clauses

## FAR Clauses Incorporated by Reference

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.203-19 | Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements. | 2017-01 | | |
| 52.204-13 | System for Award Management-Maintenance. (Deviation 2026-O0038) | 2026-02 | | |
| 52.209-6 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038) | 2026-02 | | |
| 52.212-4 | Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038) | 2026-02 | | |
| 52.222-19 | Child Labor-Cooperation with Authorities and Remedies. (Deviation 2026-O0038) | 2026-03 | | |
| 52.222-36 | Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038) | 2026-02 | | |
| 52.222-50 | Combating Trafficking in Persons. (Deviation 2026-O0038) | 2026-02 | | |

| | | |
|---|---|---|
| 52.222-90 | Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1) | 2026-04 |
| 52.225-3 | Buy American-Free Trade Agreements-Israeli Trade Act. (Deviation 2026-O0038) | 2026-02 |
| 52.226-8 | Encouraging Contractor Policies to Ban Text Messaging While Driving. | 2024-05 |
| 52.232-33 | Payment by Electronic Funds Transfer-System for Award Management. | 2018-10 |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors. | 2023-03 |
| 52.233-3 | Protest after Award. (Deviation 2026-O0038) | 2026-02 |
| 52.233-4 | Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038) | 2026-02 |

**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. | 2011-09 | | |

| | | |
|---|---|---|
| 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights. | 2022-12 |
| 252.204-7018 | Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services. | 2023-01 |
| 252.223-7008 | Prohibition of Hexavalent Chromium. | 2023-01 |
| 252.225-7056 | Prohibition Regarding Business Operations with the Maduro Regime. | 2023-01 |
| 252.225-7060 | Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region. | 2023-06 |
| 252.232-7003 | Electronic Submission of Payment Requests and Receiving Reports. | 2018-12 |
| 252.232-7010 | Levies on Contract Payments. | 2006-12 |
| 252.247-7023 | Transportation of Supplies by Sea. | 2024-10 |

**DFARS Clauses Incorporated by Full Text**

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|---|---|---|---|---|
| 252.211-7003 | Item Unique Identification and Valuation. | 2023-01 | | |

ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023)

(a) Definitions. As used in this clause-

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Concatenated unique item identifier" means-

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

"Data matrix" means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html.

"DoD item unique identification" means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

" Enterprise " means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

" Enterprise identifier" means a code that is uniquely assigned to an enterprise by an issuing agency.

"Government's unit acquisition cost" means-

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459.

"Issuing agency code" means a code that designates the registration (or controlling) authority for the enterprise identifier.

"Item" means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

" Lot or batch number" means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

"Machine-readable" means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

"Parent item" means the item assembly, intermediate component, or subassembly that has an

embedded item with a unique item identifier or DoD recognized unique identification equivalent.

"Serial number within the enterprise identifier" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part, lot, or batch number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part, lot, or batch number" means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

"Type designation" means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

"Unique item identifier" means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is $5,000 or more, except for the following line items:

Contract Line, Subline, or

Exhibit Line Item Number Item Description

____ ____

____ ____

____ ____

(ii) Items for which the Government's unit acquisition cost is less than $5,000 that are identified in the Schedule or the following table:

Contract Line, Subline, or

Exhibit Line Item Number Item Description

____ ____

____ ____

____ ____

(If items are identified in the Schedule, insert "See Schedule in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number ____.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ____.

(v) Any item not included in (i), (ii), (iii), or (iv) for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology - International symbology specification - Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that-

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology - Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall-

(A) Determine whether to-

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U. S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code-

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item

identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

(6) Original part number (if there is serialization within the original part number).**

(7) Lot or batch number (if there is serialization within the lot or batch number).**

(8) Current part number (optional and only if not the same as the original part number).**

(9) Current part number effective date (optional and only if current part number is used).**

(10) Serial number (if concatenated unique item identifier is used).**

(11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at http://dodprocurementtoolbox.com/site/uidregistry/.

(2) Embedded items shall be reported by one of the following methods-

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at http://dodprocurementtoolbox.com/site/uidregistry/; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ____, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial products or commercial services.

(End of clause)

252.232-7006 Wide Area WorkFlow Payment Instructions. (Tailored) 2023-01

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.

Combined invoice and receiving report (2-in1).

(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.

Not applicable.

(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 | W81K00 |
| Admin DoDAAC | HT9408 |
| Inspect By DoDAAC | HT0848 |
| Ship To Code | HT0848 |
| Ship From Code | TBD |
| Mark For Code | HT0848 |

(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.

Jerry Mata, jerry.a.mata.civ@health.mil, 915 569-1749.

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

(End of clause)

## Addendum to 52.212-4, Contract Terms and Conditions - Commercial Products and Commercial Services

Add paragraph (w), as follows:

(w) The FAR Part 12 discretionary FAR and DFARS clauses included herein are incorporated into this contract either by reference or full text. If incorporated by reference, see clause 52.252-2 herein for locations where full text can be found.

*** END OF NARRATIVE ***

# Addendum to Contract Clauses

## FAR Clauses Incorporated by Reference

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.209-10 | Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038) | 2026-02 | | |
| 52.223-23 | Sustainable Products. (Deviation 2026-O0038) | 2026-02 | | |
| 52.240-91 | Security Prohibitions and Exclusions. (Deviation 2026-O0038) | 2026-02 | | |
| 52.244-6 | Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038) | 2026-04 | | |

## FAR Clauses Incorporated by Full Text

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.252-2 | Clauses Incorporated by Reference. (Tailored) | 1998-02 | | |

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 https://www.acquisition.gov.

(End of clause)

| | | |
|---|---|---|
| 52.252-6 | Authorized Deviations in Clauses. (Tailored) | 2020-11 |

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

(End of clause)

# List of Contract Documents, Exhibits, or Attachments

Salient Characteristics

Aspirator, Surgical, Liposuction

Scope: The Department of Plastic Surgery Department at William Beaumont Army Medical Center (WBAMC) requires one Aspirator, Surgical, Liposuction System with Installation Training. The Liposuction System is needed for medical readiness for Active-Duty soldiers with symptomatic macromastia. Symptomatic macromastia interferes with soldiers' ability to wear body armor and perform military duties.

1. Essential Characteristics:

a. Seller must provide system that has been approved by the Food and Drug Administration (FDA) and must not have any unresolved FDA recalls

b. Seller must provide the most current system

c. Must have an ergonomic design for ease of use

d. Must have a single integrated system for efficient use in the OR.

e. Must have the ability to infiltrate tumescent fluid, containing small gas bubbles 5 to 10 microns in size, throughout the targeted fat tissue

f. Must have the ability to produce acoustic energy delivered through an ultrasonic probe resulting in rapid formation and collapse of bubbles in the tumescent fluid, dislodging clusters of fat cells with minimal impact on vessels, nerves and other tissues (fat emulsification)

g. Must have the ability to remove mixed fat cell and tumescent fluid through a small-diameter cannula thereby reducing trauma to vessels, nerves and fibrous tissue matrix

h. Must have solid grooved ultrasonic probes

i. Must generate ultrasonic operating frequency of 36 kHz

j. Must have an Infiltration and Aspiration console that is efficient in removal of fatty tissue with precise suction pressure control to preserve fat cell viability

k. Must have an ultrasonic amplifier with the ability to generate both continuous and pulsed wave energy and a display to track activation time

l. Must have a replaceable suction filter for trapping any overflowing fat/fluids

m. Must have a digital readout for precise tracking of fluid. Measures infiltrate volume up to 4500 mL

n. Must have an attachment of up to four 1,250 mL collection cannister

o. Must have a peristaltic infiltration pump that delivers smooth infiltration, which is adjustable and reversible

p. Must have a wireless footswitch for untethered positioning and easy control over infiltration and ultrasound activation

q. Seller must provide two copies of operator/user manual.

r. Seller must be an authorized dealer, distributor, or reseller for the proposed system.

s. Seller must provide a warranty for the system in accordance with Original Equipment Manufacturer (OEM).

2. Training:

a. Onsite clinical staff training at William Beaumont Army Medical Center and morning and afternoon classes shall be conducted at the prescribed date and time. Upon completion of training, the contractor must provide a signed attendance roster.

b. Onsite training for two clinical engineers and clinic Staff.

3. Installation:

a. Seller must contact the Healthcare Technology Management section at 915-XXX-XXXX to arrange for installation of system five business days from award of contract. The installer shall be an authorized original equipment manufacturer (OEM). Installer is responsible for providing the tools, equipment, and material required to complete installation, removal and disposal of all trash and material in site identified disposal containers.

b. Post access: To gain post access employee/installer of company must provide signed memorandum on company letterhead as to their reason for required access with proper

identification at the Chaffee Visitor Control Center, building 2616, 2527 Chaffee Rd., Ft. Bliss Texas 79918, Monday through Fridays (closed federal holidays) and Buffalo Soldier Visitor Control Center, Building 5400, Ft. Bliss, Texas 79918 on weekends.

c. Hospital Access: Installers must check-in at the WBAMC Provost Marshall Office, building 18511 Highlander Medic St, El Paso, Texas 79918, 1st Floor, room HB1717, Monday through Friday 07:30 to 15:30 (closed federal holidays).

d. Safety: Will be required to obtain safety briefs from the WBAMC Safety Office. Must provide a copy of company safety program.

4. Delivery Requirements:

a. Delivery of equipment no later than 60 calendar days from award of contract.

b. The seller must ensure the package is appropriately marked with the contract number, delivery address, and contracting officer representative information - no partial delivery is authorized. Must notify contracting officer representative three business days before delivery to include providing tracking information.

c. Delivery during business hours of 08:00 to 15:00 hours MT, Monday through Friday except federal holidays.

d. Seller is responsible for providing proper tools and equipment for offloading and inside delivery to required location.

*** END OF NARRATIVE ***

# Solicitation Provisions

## FAR Provisions Incorporated by Reference

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.204-7 | System for Award Management-Registration. (Deviation 2026-O0038) | 2026-02 | | |
| 52.212-1 | Instructions to Offerors-Commercial Products and Commercial Services. (Deviation 2026-O0038) | 2026-02 | | |

## DFARS Provisions Incorporated by Reference

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|---|---|---|---|---|
| 252.203-7005 | Representation Relating to Compensation of Former DoD Officials. | 2022-09 | | |
| 252.204-7024 | Notice on the Use of the Supplier Performance Risk System. | 2023-03 | | |
| 252.225-7055 | Representation Regarding Business Operations with the Maduro Regime. | 2022-05 | | |
| 252.225-7059 | Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation. | 2023-06 | | |

## DFARS Provisions Incorporated by Full Text

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|---|---|---|---|---|
| 252.204-7017 | Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation. | 2021-05 | | |

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)

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

This request for quote (RFQ) is being issued in accordance with (IAW) FAR 12.102(b).

Offers must be submitted by the due date and time provided in the Standard Form (SF) 1449 at block 8 by email to troy.a.loge.civ@health.mil or albert.a.lee.civ@health.mil ; email is the only method of submission.

No telephonic questions or offers will be accepted. Offeror must clearly identify each part of their quote, as described below.

Administrative:

a. RFQ. The offeror shall include a copy of the completed SF 1449 with the signature and include the name of the offeror, address, and phone number in block 17a.

b. System for Award Management (SAM). Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the offeror does not become registered in the SAM database in the time prescribed by the contracting officer, the contracting officer will proceed with award to the next successful registered offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through https://www.sam.gov.

Pricing:

a. The offeror must submit pricing for all contract line-item numbers (CLIN). All pricing submitted must be rounded to two (2) decimal places.

b. The pricing for this requirement must be determined to be fair and reasonable.

c. The offeror agrees to hold the prices in its quote firm for ninety (90) days from the date of submission.

Technical:

Products listed in this RFQ are for reference; if offering other than that listed, product information /specification sheets must be provided separately from pricing to be considered and determine technical acceptability. Offered product must meet or exceed specifications of listed products. Technical acceptability will be determined on an acceptable/unacceptable basis. There will be no trade-off consideration for exceeding those specifications.

Delivery of Offer:

Please note that email is the only method of communication. The non-FAR Part 12 discretionary FAR, DFARS, AFARS and local provisions included herein are incorporated into this solicitation either by reference or in full text. If incorporated by reference, see provision 52.252-1 herein for location where full text can be found.

*** END OF NARRATIVE ***

# Evaluation - Commercial Products and Commercial Services

## FAR Provisions Incorporated by Full Text

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.212-2 | Evaluation-Commercial Products and Commercial Services. (Deviation 2026-O0038) | 2026-02 | | |

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.]

____

____

____

____

(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)

# Addendum to Evaluation - Commercial Product and Commercial Services

52.212-2 Addendum

The government will award a contract resulting from this solicitation to the responsible quote conforming to the solicitation and is the most advantageous to the government. Award will be on an all-or-none basis. Therefore, initial offer should contain the offeror's best terms from a price standpoint.

Evaluation process: The following evaluation factors shall be used to evaluate offers:

Price:

(a) Price will be evaluated using various price analysis techniques and procedures IAW FAR 15.404-1(b) including, but not limited to, comparison of proposed price received in response to this solicitation. Evaluation of price will include a determination that the price is fair and reasonable.

(b) Evaluation process: Offer will be evaluated on price.

(c) A written notice of award or acceptance of an offer will be furnished via email to the successful offeror within the time for acceptance specified in the offer and 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 there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

Technical:

(a) Offeror will be found technically acceptable if the offer meets the salient physical, functional, and performance characteristics specified in this solicitation and clearly describes any modification the offeror plans to make in a product to make it conform to the solicitation requirements.

(b) Products listed in this RFQ are for reference; if offering other than that listed, product information/specification sheets must be provided separately from pricing to be considered and determine technical acceptability.

*** END OF NARRATIVE ***

# Addendum to Solicitation Provisions

## FAR Provisions 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. | 2017-01 | | |
| 52.214-34 | Submission of Offers in the English Language. | 1991-04 | | |
| 52.214-35 | Submission of Offers in U.S. Currency. | 1991-04 | | |
| 52.240-90 | Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038) | 2026-02 | | |

## FAR Provisions Incorporated by Full Text

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.225-4 | Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Deviation 2026-O0038) | 2026-02 | | |

Buy American-Free Trade Agreements-Israeli Trade Act Certificate (Feb 2026) (Deviation 2026-O0038)

(a)

(1) The Offeror certifies that each end product, except those listed in paragraph (b) or (c)(1) of this provision, is a domestic end product and that each domestic end product listed in paragraph (c)(2) of this provision contains a critical component.

(2) The terms "Bahraini, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(b) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

| Line item No. | Country of origin |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

[List as necessary]

(c)

(1) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

Other Foreign End Products:

| Line Item No. | Country of origin |
|---|---|
| _____ | _____ |
| ____ | ____ |
| ____ | ____ |

[List as necessary]

(2) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

Line Item No. ____

[List as necessary]

(d) The Government will evaluate offers in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation.

(End of provision)

| | | |
|---|---|---|
| 52.252-1 | Solicitation Provisions Incorporated by Reference. (Tailored) | 1998-02 |

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 https://www.acquisition.gov.

(End of provision)

| | | |
|---|---|---|
| 52.252-5 | Authorized Deviations in Provisions. (Tailored) | 2020-11 |

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 DOD FAR Supplemental (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)