

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W38XDD2075432		PAGE 1 OF 119	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912P523R0002	
6. SOLICITATION ISSUE DATE 20-Jan-2023		7. FOR SOLICITATION INFORMATION CALL: a. NAME ANDREW R ROTH		b. TELEPHONE NUMBER (No Collect Calls) 615.736.7793		8. OFFER DUE DATE/LOCAL TIME 10:00 AM 15 Feb 2023	
9. ISSUED BY CELRN-RC-N CONTRACTING BRANCH 110 9TH AVE SOUTH, A405 NASHVILLE TN 37203  TEL: (615) 736-5679 FAX: (615) 736-7124		CODE W912P5		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100% FOR: WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM EDWOSB 8(A) NAICS: 541611 SIZE STANDARD: \$21,500,000			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO  <b>SEE SCHEDULE</b>		CODE		16. ADMINISTERED BY  CODE			
17a. CONTRACTOR/OFFEROR  TELEPHONE NO.		CODE		18a. PAYMENT WILL BE MADE BY		CODE	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		FACILITY CODE		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		<b>SEE SCHEDULE</b>					
						23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	
				TEL: EMAIL:			

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p><b>SEE SCHEDULE</b></p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN  
 RECEIVED  INSPECTED  ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT ( <i>Location</i> )	
		42c. DATE REC'D ( <i>YY/MM/DD</i> )	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

INSTRUCTIONS TO OFFERORS

1. The U.S. Army Corps of Engineers (USACE) Nashville District (LRN) has a professional service requirement for occupational health examinations. This acquisition is to procure the technical and administrative services to ensure readiness of all USACE LRN employees is maintained to accomplish our mission. This is a total small business set-aside. LRN contemplates the award of a firm fixed-price (FFP) Requirements Contract (IAW FAR Part 16.503). Task Orders will be issued off of the established Requirements Contract. The ordering period will be a base period of one-year with three (3) one-year option periods.
2. Task Order Information. All work under this contract will be ordered by issuance of individual Task Orders (SF 1449). No work shall be performed under this contract before an individual Task Order has been issued by the KO. The Task Order will list those items from the contract schedule that are to be performed, include funding for the ordered work, state the period of performance covered, and provide invoicing instructions. Only the KO, by issuance of a modification, may make any change to a Task Order. The Government pays only for those services performed and accepted. If needed, after final payment has been made for services received on a Task Order, the KO will send an email notification with information addressing service(s) not used during the performance period. Subsequently, a bilateral modification will be issued by the KO to de-obligate funds for services not used and to reflect the services received by the government.
3. Addendum to FAR 52.212-1 Instruction to Offerors – Commercial Items. The following documentation must be submitted with your offer for evaluation.
  - a. SF 1449, Solicitation, Offer and Award; company name and address as it appears in the System for Award Management (SAM), include prompt payment terms, remittance address, Tax Identification Number (TIN), Unique Entity Identifier number, and Cage Code.
  - b. All amendments must be acknowledged
  - c. Completed schedule of prices
  - d. Review and submit all required information from FAR clause 52.212-2
  - e. A completed copy of the representations and certifications at FAR [52.212-3 Alt I](#)
4. Offerors Address - Prospective Offerors should indicate in the offer, the address to which payment and/or correspondence should be mailed, if such address is different from that shown for the offeror on Standard Form 1449 Block 17a.
5. System for Award Management - By submission of a proposal, the Offeror acknowledges the requirement that prospective awardees must be registered in the System for Award Management (SAM) database prior to award, during performance, and through final payment of any contract resulting from this proposal. Lack of registration in the SAM database will make an Offeror ineligible for award. Contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or at: <http://www.sam.gov>.
6. Wage Determination – During the services performed for the resulting contract, vendors must ensure they are following the applicable Wage Determinations as found at <http://www.sam.gov/content/wage-determination>. The applicable Wage Determinations for this solicitation are:

Service Contract Act WD # 2015-4647 Revised Dec 26, 2022

Service Contract Act WD # 2015-4687 Revised Dec 26, 2022

Service Contract Act WD # 2015-4599 Revised Dec 26, 2022

Service Contract Act WD # 2015-4525 Revised Dec 26, 2022

Service Contract Act WD # 2015-4643 Revised Dec 26, 2022

Service Contract Act WD # 2015-4695 Revised Dec 26, 2022

7. Basis of Award - The Government will award, without discussions, to a responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government based on relevant corporate experience & past performance, key personnel and price. The Government reserves the right to award to an offeror providing other than the lowest price offer based on the technical merits of the offeror's proposal. See performance work statement (PWS) and evaluation – commercial items specified in FAR 52.212-2 of this solicitation.
8. Responses will be evaluated to assure that an award is not made to a debarred contractor. In addition, contractors with known performance issues identified in determining the contractor's responsibility per FAR Part 9 will be brought to the attention of the Contracting Officer and may be considered in making the awards. FAR Part 9, Contractor Qualification, requires that purchases shall be made from, and shall be awarded to, responsible prospective contractors only.
9. How to submit questions: Questions should be emailed to [andrew.r.roth@usace.army.mil](mailto:andrew.r.roth@usace.army.mil) and [dellaria.l.martin@usace.army.mil](mailto:dellaria.l.martin@usace.army.mil) NLT January 31<sup>st</sup>, 2023 by 11:00 AM Central Time. All questions will be answered in an amendment issued via SAM.gov.
10. How to submit proposals: Proposal Submissions are due 15 February 2023 by 10:00 AM Central Time.

ALL SUBMISSIONS TO THIS RFP SHALL BE SUBMITTED ELECTRONICALLY THROUGH PIEE. No paper copies, CD-ROMs or facsimile submissions will be accepted. Electronic Proposal Submissions is required through the Army's Electronic File Sharing Service in PIEE (<https://piee.eb.mil/>). The PIEE Application is used to send large files to individuals that would normally be too large to send via email. Information regarding how to set up a vendor registration is included in this link:

<https://pieetraining.eb.mil/wbt/xhtml/wbt/portal/overview/vendorRegister.xhtml>.

On this page, click on the "Vendor User Registration" Doc and it will take you through the process of registering as a vendor.

If you plan on submitting a proposal, be sure to select "SOL-Solicitation" in the drop-down list and choose the "Proposal Manager" role to be given the proper permissions.

Further training is available at the following links:

<https://pieetraining.eb.mil/wbt/xhtml/wbt/sol/index.xhtml>

This link shows information regarding the Solicitation application in PIEE and the different roles available.

<https://pieetraining.eb.mil/wbt/xhtml/wbt/sol/solicitation/proposals.xhtml>

This link is for Offerors regarding the Proposal Manager function and instruction on submitting a Proposal.

- a. File Size Limitations: Offerors are advised to follow the PIEE instructions for uploading files. PIEE supports delivery of up to 1.9GB per file, with no limit on the number of files, as well as multiple file formats. If needed, Offerors are advised to break the files down into smaller sections in order to upload them into the system. In such cases, please divide the sections as logically as possible and be sure to clearly name the files as specified below.
- b. File Naming Convention: To ensure your submission is received and processed appropriately, it is important that interested parties CAREFULLY ensure their electronic files adhere to the following naming convention:
  - 1) W912P523R0002 - FIRM NAME – Past Performance & Technical Proposal
  - 2) W912P523R0002 - FIRM NAME – Price Proposal
  - 3) Each file name shall begin with the Solicitation number followed by the firm's name, and a brief file description. Please see the examples above.

- c. File Organization: Although hard copies are not accepted, each file shall be clearly indexed, and logically assembled. Font size shall be the size listed in the submission requirements for each factor. Pages shall be letter sized (larger page sizes (such as 11x17 fold- outs, etc.) will be counted as two pages. Proposals shall be in a narrative format, organized and titled so that each section of the proposal follows the order and format of the factors. Information presented should be organized so as to pertain to only the evaluation factor in the section that the information is presented. Information pertaining to more than one evaluation factor should be repeated in each section for each factor.
- d. Upload Completion & Deadline: Interested parties shall submit responses no later than the date specified on the Solicitation document. The time and date of proposal receipt will be the upload completion/delivery time and date recorded within the PIEE site. Do not assume that electronic submission will occur instantaneously. Large files (e.g. 10MB or more) will take some time to upload. Offerors should time their upload effort with prudence by not waiting until the last few minutes—this will allow for unexpected delays in the transmittal process. Offerors are encouraged to keep a copy of the upload confirmation for their record. Submissions after the deadline will be considered late and will be processed in accordance with FAR 15.208.
- e. Electronic Files: Files shall be in their native format (i.e. doc, xls, ppt, etc.), or if in pdf format, shall be in searchable text. Text and graphics portfolios of the electronic copies shall be in a format readable by Microsoft Office or Adobe applications. Data submitted in a spreadsheet format shall be readable by MS Excel (all cells and formulas should be unlocked).

Any information, presented in a proposal that the Offeror wants safeguarded from disclosure to other parties must be identified and labeled in accordance with the requirements of FAR Provision 52.215-1, Instructions to Offerors – Competitive Acquisition (Alternate I), subparagraph (e), which is incorporated by reference in the RFP. The Government will endeavor to honor the restrictions against release requested by Offerors, to the extent permitted under United States law and regulations.

#### PERFORMANCE WORK STATEMENT

##### Medical Examination Performance Work Statement (LRN Nashville District)

1. Purpose. This agreement establishes a means for the contractor to provide requested occupational health services and tasks for any of the available services noted below.

2. Delivery Areas:

Metro LRN Nashville Area.

Cheatham Dam

Cheatham Lock

Old Hickory Dam

Old Hickory Resource Office

J. Percy Priest Lake Resource Office

Western Kentucky Area.

Kentucky Lock

Barkley Lock

Lake Barkley Natural Resource

Barkley Powerhouse

Mid-Tennessee River Area.

Pickwick Lock

Wheeler Lock

Wilson Lock

Guntersville Lock

East-Tennessee River Area

Chickamauga Lock  
Watts Bar Lock  
Fort Loudon/Melton Hill Lock  
Nickajack Lock

Mid-Cumberland Area

Center Hill Powerhouse  
Cordell Hull Powerhouse  
Dale Hollow Powerhouse  
Center Hill Resource office

Eastern Kentucky Area

Wolf Creek/Laurel Power  
Lake Cumberland Resource Office

The point of contact for invoicing is the LRN District Safety Office Floyd Payne, floyd.a.payne@usace.army.mil (Primary Contact 615-736-7182 or Paul Burress (Secondary Contact) 615-736-2165.

3. Maximum authorized travel distance from facility to clinic shall be no more than 75 miles. However, if it is more advantageous for the employee to travel a greater distance that would be permissible.
  - a. All locations for treatment shall be brick and mortar facilities.
  - b. Mobile clinics will not be considered.
4. Reference Documents.
  - a. AR 40-5, Army Health Program, HQDA, 12 May 2020
  - b. ER 385-1-40, Safety – Occupational Health Program; HQUSACE, 10 September 2021
  - c. ER 385-1-86, U.S. Army Corps of Engineers Dive Program, HQUSACE, 23 November 2021.
  - d. ER 385-1-89, Hearing Conservation Program, HQUSACE, 15 October 2012.
  - e. ER 385-1-90, Respiratory Protection Program, HQUSACE, 30 April 2020.
  - f. ER 385-1-91, Training, Testing and Licensing of Motorboat Operators, HQUSACE, 1 September 2019.
  - g. ER 385-1-92, Safety and Occupational Health Requirements for Environmental Cleanup Projects, HQUSACE, 1 November 2018.
  - h. 29 CFR 1910.120, Labor Occupational Safety and Health Administration, as current.
  - i. 29 CFR 1910.1020, Labor Occupational Safety and Health Administration, as current.
  - j. The cited references can be found at <https://armypubs.army.mil>

Code of Regulations can be accessed at:

[eCFR: 29 CFR Part 1910 -- Occupational Safety and Health Standards](https://www.e-cfr.gov/)  
[Official Publications of the Headquarters, U.S. Army Corps of Engineers](https://www.army.mil/headquarters/publications/)  
<https://www.publications.usace.army.mil>

5. Establishing Medical Exam Appointments.
  - a. The contractor shall name an account manager or other person as the singular point of contact for all matters related to the execution of this contract.

- b. The LRN Nashville District Safety Office shall provide the account manager with the name(s), contact information to include phone number and e-mail address, type of exam required, and reason for exam request.
- c. The account manager or designated person shall advise the LRN Nashville District Safety Office of the proper procedures for establishing a medical exam appointment.
- d. The LRN District Safety Office and the LRN Field Office will be responsible for establishing a medical exam appointment for each individual district employee.
- e. LRN Nashville District Employees shall be responsible for following contractor instructions related to the establishment and performance of medical exams.
- f. The contractor shall provide e-mail confirmation to the LRN District Safety Office, the LRN Field Office, and employee of the time, date and location of the examination. All appointments shall be scheduled and completed within 30 calendar days of task order issuance.
- g. All billing for medical services shall be done within 45 calendar days of task order completion.

6. Determination of Medical Exam Scope.

- a. Upon arrival at the medical exam location, the LRN Nashville District employee shall present the following forms as they apply to the employee's examination: DOT Physical, Crane Operators Physical, OSHA Respirator Questionnaire. Forms documenting the physical used by the servicing provider may be used, provided they contain the same level of documentation.
- b. If necessary, the contractor shall seek additional medical history, exposure history, and occupational history information from the employee.
- c. The contractor shall refer to the regulations listed above to determine whether the employee is subject to specific medical examination requirements under any or all of those regulations.
- d. Upon review of all pertinent documentation, the contractor shall determine and deliver a regimen of appropriate tests and examination procedures.

7. Analysis and Interpretation. All examination results and lab data shall be delivered by the contractor to a board-certified occupational health physician for review and determination of fitness.

8. Reports of Findings and Recommendations.

- a. The employer may authorize additional tests to be performed to allow completion of an annual wellness exam, when desired by the employee and agreed to by the supervisor. The additional cost must not exceed 30% of the required occupational examination. The contract occupational health physician shall deliver his/her laboratory and examination findings and recommendations to:
  - i. The affected employee. **(ANY TESTING DONE BEYOND THAT REQUIRED FOR THE WELLNESS HEALTH EXAMINATION SHALL ONLY BE SHARED WITH THE EMPLOYEE AND THEIR PERSONAL PHYSICIAN, IF REQUESTED. THIS INFORMATION SHALL NOT BE INCLUDED IN THE OCCUPATIONAL HEALTH RECORDS OR REVIEWS.)**
- b. The affected employee's personal physician (if requested).
- c. The contractor's medical records manager.
- d. If the employee is found fit for clearance, the occupational health physician shall issue a memorandum of medical clearance via secure email to the employee and the LRN Nashville District Safety Office within 7 business days (or 1 working week) of completion of appointment.
- e. In the event that the employee is found unfit, the occupational health physician shall counsel the employee regarding the findings and any recommended follow-up actions.

9. Record Retention and Storage.

- a. The contractor shall retain and store all medical documentation in accordance with the Health Insurance Portability and Accountability Act (HIPAA) and OPM/GOVT-10 Employee Medical File System Records

- b. In the event of contract termination or business interruption, the contractor shall ensure the secure transfer of all records in its care to an entity designated by the LRN Nashville District Safety Office.
  - c. The contractor shall establish and maintain a system that allows LRN Nashville District employees to access their medical records in accordance with 29 CFR 1910.1020.
10. Schedule of Fees for Service. The contractor shall submit a schedule of fees for service for all anticipated activities included, but not limited to the following:
- a. Comprehensive Medical Exam (Medical Surveillance/HAZMAT)
  - b. Reproductive Cancer Screening (Female)
  - c. Audiometry
  - d. B-Reading
  - e. Chest X-Ray P/A
  - f. Colorectal Cancer Screening
  - g. Electrocardiogram
  - h. Spirometry
  - i. Best Vision
  - j. Comprehensive Vision
  - k. Tonometry
  - l. Vital Signs, Height/Weight
  - m. Scheduling
  - n. Venipuncture
  - o. Physician – Occupational Medicine Consultant (per hour)
  - p. Record Review – Physician (per hour)
  - q. Medical Review Officer (per hour)
  - r. Audiology Review (per record)
  - s. Record Processing (per hour)
  - t. Missed Appointment Fees (per occurrence)
  - u. Blood Type & Rh
  - v. Cholinesterase RBC and Plasma
  - w. SMA 20
  - x. Lead – Industrial whole blood
  - y. PCBs
  - z. PSA
  - aa. ZPP, Blood Porphyrins, zinc
  - bb. Chlorinated Hydrocarbons, Quant (B); Dichloromethane, 1-1-1 Trichloroethane, Trichloroethylene, Tetrachloroethylene, Dichlorobenzene, Chloroform
  - cc. Glucose 6 Phosphate Dehydrogenase
  - dd. Hepatitis B Surface Antibody (QL)
  - ee. Lyme’s Disease AB Screen
  - ff. Hepatitis A Vaccination #1
  - gg. Hepatitis A Vaccination #2
  - hh. Hepatitis B Vaccination #1
  - ii. Hepatitis B Vaccination #2
  - jj. Hepatitis B Vaccination #3
  - kk. Hepatitis A/B Combination #1
  - ll. Hepatitis A/B Combination #2
  - mm. Hepatitis A/B Combination #3
  - nn. Influenza Vaccination
  - oo. Tetanus Diphtheria Vaccination
  - pp. Tuberculosis Skin Test

In addition to complying with the requirements outlined in FAR Part 22.13, FAR Provision 52.222-38, FAR Clause 52.222-35, FAR Clause 52.222-37, DFARS 222.13 and Department of Labor regulations, U.S. Army Corps of Engineers (USACE) contractors and subcontractors at all tiers are encouraged to promote the training and employment of U.S. veterans while performing under a USACE contract. While no set-aside, evaluation preference, or incentive applies to the solicitation or performance under the resultant contract, USACE contractors are encouraged to seek out highly qualified veterans to perform services under this contract. The following resources are available to assist USACE contractors in their outreach efforts:

- U.S. Department of Labor Veterans' Employment and Training Service (VETS): <https://www.dol.gov/vets/>
- Federal Veteran Employment Information: <https://www.fedshirevets.gov/>
- Veterans Opportunity to Work (VOW) Program: <https://www.benefits.va.gov/vow/>
- U.S. Army Warrior Transition Command Employment Index: <https://wct.army.mil/modules/employers/index.html>
- Hiring Our Heroes: <https://www.uschamberfoundation.org/hiring-our-heroes>

(End of special contract requirement)

**Pre-screen candidates using E-Verify Program. Proposed language:**

"The Contractor must pre-screen Candidates using the E-verify Program (<http://www.uscis.gov/e-verify>) website to meet the established employment eligibility requirements. The Vendor must ensure that the Candidate has two valid forms of Government issued identification prior to enrollment to ensure the correct information is entered into the E-verify system. An initial list of verified/eligible Candidates must be provided to the COR no later than 3 business days after the initial contract award."

**Special Note:** When contracts are with individuals, the individuals will be required to complete a Form I-9, Employment Eligibility Verification, with the designated Government representative. This Form will be provided to the Contracting Officer and shall become part of the official contract file.

PRICE SCHEDULE

Project Description: Contractor will provide all labor, equipment, services and materials to perform various physical examination, testing and immunizations in accordance with the attached Performance Work Statement and attached Medical Surveillance Program Annual Work Load for employees of the U.S. Army Corps of Engineers, Nashville Area Offices

<b>Pricing Schedule Summary Base with 3 Option Years</b>				
<b>Area</b>	<b>B</b>	<b>O</b>	<b>O</b>	<b>O</b>
	<b>a</b>	<b>p</b>	<b>p</b>	<b>p</b>
	<b>s</b>	<b>t</b>	<b>t</b>	<b>t</b>
	<b>e</b>	<b>i</b>	<b>i</b>	<b>i</b>
	<b>Y</b>	<b>o</b>	<b>o</b>	<b>o</b>
	<b>e</b>	<b>n</b>	<b>n</b>	<b>n</b>
	<b>a</b>	<b>Y</b>	<b>Y</b>	<b>Y</b>
	<b>r</b>	<b>e</b>	<b>e</b>	<b>e</b>
		<b>a</b>	<b>a</b>	<b>a</b>
		<b>r</b>	<b>r</b>	<b>r</b>
		<b>1</b>	<b>2</b>	<b>3</b>
<b>Easte</b>	\$	\$	\$	\$
<b>r</b>				
<b>n</b>				
<b>K</b>				
<b>e</b>				
<b>n</b>				
<b>t</b>				
<b>u</b>				

<b>c k y</b>				
<b>Weste r n K e n t u c k y</b>	\$	\$	\$	\$
<b>East- T e n n e s s e e</b>	\$	\$	\$	\$
<b>Mid- C u m b e r l a n d</b>	\$	\$	\$	\$
<b>Mid- T e n n e s s e e</b>	\$	\$	\$	\$
<b>Nash vi ll e M et r o</b>	\$	\$	\$	\$

<b>Total Project Summary</b>	
<b>Base Year</b>	\$
<b>Option Year 1</b>	\$

<b>Option Year 2</b>	\$
<b>Option Year 3</b>	\$
<b>Total Project Cost</b>	\$

Please refer to attached Medical Surveillance Program Annual Work Load with listings by the Area in the table above. Each area has an estimated annual workload that can be used to calculate the total cost by area for the base year and each option year.

Once complete with the Pricing Schedule Summary above, utilize the sum of each column to complete the Total Project Summary Table.

ANNUAL WORKLOAD DATA

U.S. Army Corps of Engineers  
LRN-Nashville District  
Medical Surveillance Program Annual Work Load Estimate  
Eastern Kentucky Area

Services		Estimated Workload Per Year	Base Year	Option Year 1	Option Year 2	Option Year 3
a.	Comprehensive Medical Exam (Medical Surveillance/HAZMAT)	30	\$	\$	\$	\$
b.	Reproductive Cancer Screening (Female)	0	\$	\$	\$	\$
c.	Audiometry	30	\$	\$	\$	\$
d.	B-Reading	10	\$	\$	\$	\$
e.	Chest X-Ray P/A	10	\$	\$	\$	\$
f.	Colorectal Cancer Screening	0	\$	\$	\$	\$
g.	Electrocardiogram	3	\$	\$	\$	\$
h.	Spirometry	15	\$	\$	\$	\$
i.	Best Vision	30	\$	\$	\$	\$
j.	Comprehensive Vision	30	\$	\$	\$	\$
k.	Tonometry	30	\$	\$	\$	\$
l.	Vital Signs, Height/Weight	30	\$	\$	\$	\$
m.	Scheduling	30	\$	\$	\$	\$
n.	Venipuncture	30	\$	\$	\$	\$
o.	Physician – Occupational Medicine Consultant (per hour)	30	\$	\$	\$	\$
p.	Record Review – Physician (per hour)	30	\$	\$	\$	\$
q.	Medical Review Officer (per hour)	30	\$	\$	\$	\$
r.	Audiology Review (per record)	30	\$	\$	\$	\$

s.	Record Processing (per hour)	30	\$	\$	\$	\$
t.	Missed Appointment Fees (per occurrence)	0	\$	\$	\$	\$
u.	Blood Type & Rh	0	\$	\$	\$	\$
v.	Cholinesterase RBC and Plasma	30	\$	\$	\$	\$
w.	SMA 20	0	\$	\$	\$	\$
x.	Lead – Industrial whole blood	0	\$	\$	\$	\$
y.	PCBs	0	\$	\$	\$	\$
z.	PSA	0	\$	\$	\$	\$
aa.	ZPP, Blood Protoporphyrins, zinc	0	\$	\$	\$	\$
bb.	Chlorinated Hydrocarbons, Quant (B); Dichloromethane, 1-1-1 Trichloroethane, Trichloroethylene, Tetrachloroethylene, Dichlorobenzene, Chloroform	0	\$	\$	\$	\$
cc.	Glucose 6 Phosphate Dehydrogenase	0	\$	\$	\$	\$
dd.	Hepatitis B Surface Antibody (QL)	0	\$	\$	\$	\$
ee.	Lyme’s Disease AB Screen	0	\$	\$	\$	\$
ff.	Hepatitis A Vaccination #1	0	\$	\$	\$	\$
gg.	Hepatitis A Vaccination #2	0	\$	\$	\$	\$
hh.	Hepatitis B Vaccination #1	0	\$	\$	\$	\$
ii.	Hepatitis B Vaccination #2	0	\$	\$	\$	\$
jj.	Hepatitis B Vaccination #3	0	\$	\$	\$	\$
kk.	Hepatitis A/B Combination #1	0	\$	\$	\$	\$
ll.	Hepatitis A/B Combination #2	0	\$	\$	\$	\$
mm.	Hepatitis A/B Combination #3	0	\$	\$	\$	\$
nn.	Influenza Vaccination	30	\$	\$	\$	\$
oo.	Tetanus Diphtheria Vaccination	0	\$	\$	\$	\$
pp.	Tuberculosis Skin Test	0	\$	\$	\$	\$

Note: All zero values are examinations that are not anticipated, but could become necessary in an unforeseen situation.

List of any additional costs:

U.S. Army Corps of Engineers  
 LRN-Nashville District  
 Medical Surveillance Program Annual Work Load Estimate  
 Western Kentucky Area

Services		Estimated Workload Per Year	Base Year	Option Year 1	Option Year 2	Option Year 3
a.	Comprehensive Medical Exam (Medical Surveillance/HAZMAT)	49	\$	\$	\$	\$
b.	Reproductive Cancer Screening (Female)	0	\$	\$	\$	\$
c.	Audiometry	49	\$	\$	\$	\$
d.	B-Reading	10	\$	\$	\$	\$
e.	Chest X-Ray P/A	10	\$	\$	\$	\$
f.	Colorectal Cancer Screening	0	\$	\$	\$	\$
g.	Electrocardiogram	3	\$	\$	\$	\$
h.	Spirometry	15	\$	\$	\$	\$
i.	Best Vision	49	\$	\$	\$	\$
j.	Comprehensive Vision	49	\$	\$	\$	\$
k.	Tonometry	49	\$	\$	\$	\$
l.	Vital Signs, Height/Weight	49	\$	\$	\$	\$
m.	Scheduling	49	\$	\$	\$	\$
n.	Venipuncture	30	\$	\$	\$	\$
o.	Physician – Occupational Medicine Consultant (per hour)	49	\$	\$	\$	\$
p.	Record Review – Physician (per hour)	49	\$	\$	\$	\$
q.	Medical Review Officer (per hour)	49	\$	\$	\$	\$
r.	Audiology Review (per record)	49	\$	\$	\$	\$
s.	Record Processing (per hour)	49	\$	\$	\$	\$
t.	Missed Appointment Fees (per occurrence)	0	\$	\$	\$	\$
u.	Blood Type & Rh	0	\$	\$	\$	\$
v.	Cholinesterase RBC and Plasma	49	\$	\$	\$	\$
w.	SMA 20	0	\$	\$	\$	\$
x.	Lead – Industrial whole blood	0	\$	\$	\$	\$
y.	PCBs	0	\$	\$	\$	\$
z.	PSA	0	\$	\$	\$	\$

aa.	ZPP, Blood Protoporphyrins, zinc	0	\$	\$	\$	\$
bb.	Chlorinated Hydrocarbons, Quant (B); Dichloromethane, 1-1-1 Trichloroethane, Trichloroethylene, Tetrachloroethylene, Dichlorobenzene, Chloroform	0	\$	\$	\$	\$
cc.	Glucose 6 Phosphate Dehydrogenase	0	\$	\$	\$	\$
dd.	Hepatitis B Surface Antibody (QL)	0	\$	\$	\$	\$
ee.	Lyme's Disease AB Screen	0	\$	\$	\$	\$
ff.	Hepatitis A Vaccination #1	0	\$	\$	\$	\$
gg.	Hepatitis A Vaccination #2	0	\$	\$	\$	\$
hh.	Hepatitis B Vaccination #1	0	\$	\$	\$	\$
ii.	Hepatitis B Vaccination #2	0	\$	\$	\$	\$
jj.	Hepatitis B Vaccination #3	0	\$	\$	\$	\$
kk.	Hepatitis A/B Combination #1	0	\$	\$	\$	\$
ll.	Hepatitis A/B Combination #2	0	\$	\$	\$	\$
mm.	Hepatitis A/B Combination #3	0	\$	\$	\$	\$
nn.	Influenza Vaccination	49	\$	\$	\$	\$
oo.	Tetanus Diphtheria Vaccination	0	\$	\$	\$	\$
pp.	Tuberculosis Skin Test	0	\$	\$	\$	\$

Note: All zero values are examinations that are not anticipated, but could become necessary in an unforeseen situation.

List of any additional costs:

U.S. Army Corps of Engineers  
 LRN-Nashville District  
 Medical Surveillance Program Annual Work Load  
 East Tennessee River Area

Services		Estimated Workload Per Year	Base Year	Option Year 1	Option Year 2	Option Year 3
a.	Comprehensive Medical Exam (Medical Surveillance/HAZMAT)	37	\$	\$	\$	\$
b.	Reproductive Cancer Screening (Female)	0	\$	\$	\$	\$
c.	Audiometry	37	\$	\$	\$	\$
d.	B-Reading	10	\$	\$	\$	\$
e.	Chest X-Ray P/A	10	\$	\$	\$	\$
f.	Colorectal Cancer Screening	0	\$	\$	\$	\$
g.	Electrocardiogram	3	\$	\$	\$	\$
h.	Spirometry	5	\$	\$	\$	\$
i.	Best Vision	37	\$	\$	\$	\$
j.	Comprehensive Vision	37	\$	\$	\$	\$
k.	Tonometry	37	\$	\$	\$	\$
l.	Vital Signs, Height/Weight	37	\$	\$	\$	\$
m.	Scheduling	37	\$	\$	\$	\$
n.	Venipuncture	30	\$	\$	\$	\$
o.	Physician – Occupational Medicine Consultant (per hour)	37	\$	\$	\$	\$
p.	Record Review – Physician (per hour)	37	\$	\$	\$	\$
q.	Medical Review Officer (per hour)	37	\$	\$	\$	\$
r.	Audiology Review (per record)	37	\$	\$	\$	\$
s.	Record Processing (per hour)	37	\$	\$	\$	\$
t.	Missed Appointment Fees (per occurrence)	0	\$	\$	\$	\$
u.	Blood Type & Rh	0	\$	\$	\$	\$
v.	Cholinesterase RBC and Plasma	37	\$	\$	\$	\$
w.	SMA 20	0	\$	\$	\$	\$
x.	Lead – Industrial whole blood	0	\$	\$	\$	\$
y.	PCBs	0	\$	\$	\$	\$
z.	PSA	0	\$	\$	\$	\$
aa.	ZPP, Blood Protoporphyrins, zinc	0	\$	\$	\$	\$
bb.	Chlorinated Hydrocarbons, Quant (B); Dichloromethane, 1-1-1 Trichloroethane, Trichloroethylene, Tetrachloroethylene, Dichlorobenzene, Chloroform	0	\$	\$	\$	\$
cc.	Glucose 6 Phosphate Dehydrogenase	0	\$	\$	\$	\$
dd.	Hepatitis B Surface Antibody (QL)	0	\$	\$	\$	\$

ee.	Lyme's Disease AB Screen	0	\$	\$	\$	\$
ff.	Hepatitis A Vaccination #1	0	\$	\$	\$	\$
gg.	Hepatitis A Vaccination #2	0	\$	\$	\$	\$
hh.	Hepatitis B Vaccination #1	0	\$	\$	\$	\$
ii.	Hepatitis B Vaccination #2	0	\$	\$	\$	\$
jj.	Hepatitis B Vaccination #3	0	\$	\$	\$	\$
kk.	Hepatitis A/B Combination #1	0	\$	\$	\$	\$
ll.	Hepatitis A/B Combination #2	0	\$	\$	\$	\$
mm.	Hepatitis A/B Combination #3	0	\$	\$	\$	\$
nn.	Influenza Vaccination	50	\$	\$	\$	\$
oo.	Tetanus Diphtheria Vaccination	0	\$	\$	\$	\$
pp.	Tuberculosis Skin Test	0	\$	\$	\$	\$

Note: All zero values are examinations that are not anticipated, but could become necessary in an unforeseen situation.

List of any additional costs:

U.S. Army Corps of Engineers  
 LRN-Nashville District  
 Medical Surveillance Program Annual Work Load Estimate  
 Mid-Cumberland Area

Services		Estimated Workload Per Year	Base Year	Option Year 1	Option Year 2	Option Year 3
a.	Comprehensive Medical Exam (Medical Surveillance/HAZMAT)	55	\$	\$	\$	\$
b.	Reproductive Cancer Screening (Female)	0	\$	\$	\$	\$
c.	Audiometry	55	\$	\$	\$	\$
d.	B-Reading	10	\$	\$	\$	\$
e.	Chest X-Ray P/A	10	\$	\$	\$	\$
f.	Colorectal Cancer Screening	0	\$	\$	\$	\$
g.	Electrocardiogram	3	\$	\$	\$	\$
h.	Spirometry	15	\$	\$	\$	\$
i.	Best Vision	55	\$	\$	\$	\$
j.	Comprehensive Vision	55	\$	\$	\$	\$
k.	Tonometry	55	\$	\$	\$	\$
l.	Vital Signs, Height/Weight	55	\$	\$	\$	\$
m.	Scheduling	55	\$	\$	\$	\$
n.	Venipuncture	30	\$	\$	\$	\$
o.	Physician – Occupational Medicine Consultant (per hour)	55	\$	\$	\$	\$
p.	Record Review – Physician (per hour)	55	\$	\$	\$	\$
q.	Medical Review Officer (per hour)	55	\$	\$	\$	\$
r.	Audiology Review (per record)	55	\$	\$	\$	\$
s.	Record Processing (per hour)	55	\$	\$	\$	\$
t.	Missed Appointment Fees (per occurrence)	0	\$	\$	\$	\$
u.	Blood Type & Rh	0	\$	\$	\$	\$
v.	Cholinesterase RBC and Plasma	55	\$	\$	\$	\$
w.	SMA 20	0	\$	\$	\$	\$
x.	Lead – Industrial whole blood	0	\$	\$	\$	\$
y.	PCBs	0	\$	\$	\$	\$
z.	PSA	0	\$	\$	\$	\$
aa.	ZPP, Blood Protoporphyrins, zinc	0	\$	\$	\$	\$
bb.	Chlorinated Hydrocarbons, Quant (B); Dichloromethane, 1-1-1 Trichloroethane, Trichloroethylene, Tetrachloroethylene, Dichlorobenzene, Chloroform	0	\$	\$	\$	\$
cc.	Glucose 6 Phosphate Dehydrogenase	0	\$	\$	\$	\$
dd.	Hepatitis B Surface Antibody (QL)	0	\$	\$	\$	\$
ee.	Lyme's Disease AB Screen	0	\$	\$	\$	\$
ff.	Hepatitis A Vaccination #1	0	\$	\$	\$	\$
gg.	Hepatitis A Vaccination #2	0	\$	\$	\$	\$
hh.	Hepatitis B Vaccination #1	0	\$	\$	\$	\$
ii.	Hepatitis B Vaccination #2	0	\$	\$	\$	\$

jj.	Hepatitis B Vaccination #3	0	\$	\$	\$	\$
kk.	Hepatitis A/B Combination #1	0	\$	\$	\$	\$
ll.	Hepatitis A/B Combination #2	0	\$	\$	\$	\$
mm.	Hepatitis A/B Combination #3	0	\$	\$	\$	\$
nn.	Influenza Vaccination	55	\$	\$	\$	\$
oo.	Tetanus Diphtheria Vaccination	0	\$	\$	\$	\$
pp.	Tuberculosis Skin Test	0	\$	\$	\$	\$

Note: All zero values are examinations that are not anticipated, but could become necessary in an unforeseen situation.

List of any additional costs:

U.S. Army Corps of Engineers  
 LRN-Nashville District  
 Medical Surveillance Program Annual Work Load Estimate  
 Mid-Tennessee River Area

Services		Estimated Workload Per Year	Base Year	Option Year 1	Option Year 2	Option Year 3
a.	Comprehensive Medical Exam (Medical Surveillance/HAZMAT)	42	\$	\$	\$	\$
b.	Reproductive Cancer Screening (Female)	0	\$	\$	\$	\$
c.	Audiometry	42	\$	\$	\$	\$

d.	B-Reading	10	\$	\$	\$	\$
e.	Chest X-Ray P/A	10	\$	\$	\$	\$
f.	Colorectal Cancer Screening	0	\$	\$	\$	\$
g.	Electrocardiogram	3	\$	\$	\$	\$
h.	Spirometry	21	\$	\$	\$	\$
i.	Best Vision	21	\$	\$	\$	\$
j.	Comprehensive Vision	42	\$	\$	\$	\$
k.	Tonometry	42	\$	\$	\$	\$
l.	Vital Signs, Height/Weight	42	\$	\$	\$	\$
m.	Scheduling	42	\$	\$	\$	\$
n.	Venipuncture	30	\$	\$	\$	\$
o.	Physician – Occupational Medicine Consultant (per hour)	42	\$	\$	\$	\$
p.	Record Review – Physician (per hour)	42	\$	\$	\$	\$
q.	Medical Review Officer (per hour)	42	\$	\$	\$	\$
r.	Audiology Review (per record)	42	\$	\$	\$	\$
s.	Record Processing (per hour)	42	\$	\$	\$	\$
t.	Missed Appointment Fees (per occurrence)	0	\$	\$	\$	\$
u.	Blood Type & Rh	0	\$	\$	\$	\$
v.	Cholinesterase RBC and Plasma	30	\$	\$	\$	\$
w.	SMA 20	0	\$	\$	\$	\$
x.	Lead – Industrial whole blood	0	\$	\$	\$	\$
y.	PCBs	0	\$	\$	\$	\$
z.	PSA	0	\$	\$	\$	\$
aa.	ZPP, Blood Protoporphyrins, zinc	0	\$	\$	\$	\$
bb.	Chlorinated Hydrocarbons, Quant (B); Dichloromethane, 1-1-1 Trichloroethane, Trichloroethylene, Tetrachloroethylene, Dichlorobenzene, Chloroform	0	\$	\$	\$	\$
cc.	Glucose 6 Phosphate Dehydrogenase	0	\$	\$	\$	\$
dd.	Hepatitis B Surface Antibody (QL)	0	\$	\$	\$	\$
ee.	Lyme’s Disease AB Screen	0	\$	\$	\$	\$
ff.	Hepatitis A Vaccination #1	0	\$	\$	\$	\$
gg.	Hepatitis A Vaccination #2	0	\$	\$	\$	\$
hh.	Hepatitis B Vaccination #1	0	\$	\$	\$	\$
ii.	Hepatitis B Vaccination #2	0	\$	\$	\$	\$
jj.	Hepatitis B Vaccination #3	0	\$	\$	\$	\$
kk.	Hepatitis A/B Combination #1	0	\$	\$	\$	\$
ll.	Hepatitis A/B Combination #2	0	\$	\$	\$	\$
mm.	Hepatitis A/B Combination #3	0	\$	\$	\$	\$
nn.	Influenza Vaccination	42	\$	\$	\$	\$
oo.	Tetanus Diphtheria Vaccination	0	\$	\$	\$	\$
pp.	Tuberculosis Skin Test	0	\$	\$	\$	\$

Note: All zero values are examinations that are not anticipated, but could become necessary in an unforeseen situation.

List of any additional costs:

U.S. Army Corps of Engineers  
 LRN-Nashville District  
 Medical Surveillance Program Annual Work Load Estimate  
 Nashville Metropolitan Area

Services		Estimated Workload Per Year	Base Year	Option Year 1	Option Year 2	Option Year 3
a.	Comprehensive Medical Exam (Medical Surveillance/HAZMAT)	50	\$	\$	\$	\$
b.	Reproductive Cancer Screening (Female)	0	\$	\$	\$	\$
c.	Audiometry	50	\$	\$	\$	\$
d.	B-Reading	10	\$	\$	\$	\$
e.	Chest X-Ray P/A	10	\$	\$	\$	\$
f.	Colorectal Cancer Screening	0	\$	\$	\$	\$
g.	Electrocardiogram	3	\$	\$	\$	\$
h.	Spirometry	15	\$	\$	\$	\$
i.	Best Vision	50	\$	\$	\$	\$
j.	Comprehensive Vision	50	\$	\$	\$	\$

k.	Tonometry	50	\$	\$	\$	\$
l.	Vital Signs, Height/Weight	50	\$	\$	\$	\$
m.	Scheduling	450	\$	\$	\$	\$
n.	Venipuncture	30	\$	\$	\$	\$
o.	Physician – Occupational Medicine Consultant (per hour)	50	\$	\$	\$	\$
p.	Record Review – Physician (per hour)	50	\$	\$	\$	\$
q.	Medical Review Officer (per hour)	50	\$	\$	\$	\$
r.	Audiology Review (per record)	50	\$	\$	\$	\$
s.	Record Processing (per hour)	50	\$	\$	\$	\$
t.	Missed Appointment Fees (per occurrence)	0	\$	\$	\$	\$
u.	Blood Type & Rh	0	\$	\$	\$	\$
v.	Cholinesterase RBC and Plasma	50	\$	\$	\$	\$
w.	SMA 20	0	\$	\$	\$	\$
x.	Lead – Industrial whole blood	0	\$	\$	\$	\$
y.	PCBs	0	\$	\$	\$	\$
z.	PSA	0	\$	\$	\$	\$
aa.	ZPP, Blood Protoporphyrins, zinc	0	\$	\$	\$	\$
bb.	Chlorinated Hydrocarbons, Quant (B); Dichloromethane, 1-1-1 Trichloroethane, Trichloroethylene, Tetrachloroethylene, Dichlorobenzene, Chloroform	0	\$	\$	\$	\$
cc.	Glucose 6 Phosphate Dehydrogenase	0	\$	\$	\$	\$
dd.	Hepatitis B Surface Antibody (QL)	0	\$	\$	\$	\$
ee.	Lyme’s Disease AB Screen	0	\$	\$	\$	\$
ff.	Hepatitis A Vaccination #1	0	\$	\$	\$	\$
gg.	Hepatitis A Vaccination #2	0	\$	\$	\$	\$
hh.	Hepatitis B Vaccination #1	0	\$	\$	\$	\$
ii.	Hepatitis B Vaccination #2	0	\$	\$	\$	\$
jj.	Hepatitis B Vaccination #3	0	\$	\$	\$	\$
kk.	Hepatitis A/B Combination #1	0	\$	\$	\$	\$
ll.	Hepatitis A/B Combination #2	0	\$	\$	\$	\$
mm.	Hepatitis A/B Combination #3	0	\$	\$	\$	\$
nn.	Influenza Vaccination	50	\$	\$	\$	\$
oo.	Tetanus Diphtheria Vaccination	0	\$	\$	\$	\$
pp.	Tuberculosis Skin Test	0	\$	\$	\$	\$

Note: All zero values are examinations that are not anticipated, but could become necessary in an unforeseen situation.

List of any additional costs:

ADDENDUM TO INSTRUCTIONS

**SECTION L**

## INSTRUCTIONS, CONDITIONS & NOTICES TO OFFEROR

### 1. GENERAL REQUIREMENTS

- 1.1 Intent: The intent of this solicitation is to select one contractor for the Medical Surveillance Services for the Nashville District.
- 1.2 Project Description: The Nashville District Contracting Division has a requirement from the Nashville District Operations Division to provide medical surveillance services for the 6 LRN District Areas (Metro Nashville Area, Western Kentucky Area, Mid-Tennessee River Area, East-Tennessee River Area, Mid-Cumberland Area, and the Eastern Kentucky Area). Medical examinations include:
  - a. Comprehensive Medical Exam (Medical Surveillance/HAZMAT)
  - b. Reproductive Cancer Screening (Female)
  - c. Audiometry
  - d. B-Reading
  - e. Chest X-Ray P/A
  - f. Colorectal Cancer Screening
  - g. Electrocardiogram
  - h. Spirometry
  - i. Best Vision
  - j. Comprehensive Vision
  - k. Tonometry
  - l. Vital Signs, Height/Weight
  - m. Scheduling
  - n. Venipuncture
  - o. Physician – Occupational Medicine Consultant (per hour)
  - p. Record Review – Physician (per hour)
  - q. Medical Review Officer (per hour)
  - r. Audiology Review (per record)
  - s. Record Processing (per hour)
  - t. Missed Appointment Fees (per occurrence)
  - u. Blood Type & Rh
  - v. Cholinesterase RBC and Plasma
  - w. SMA 20
  - x. Lead – Industrial whole blood
  - y. PCBs
  - z. PSA
  - aa. ZPP, Blood Protoporphyrin's, zinc
  - bb. Chlorinated Hydrocarbons, Quant (B); Dichloromethane, 1-1-1 Trichloroethane, Trichloroethylene, Tetrachloroethylene, Dichlorobenzene, Chloroform
  - cc. Glucose 6 Phosphate Dehydrogenase
  - dd. Hepatitis B Surface Antibody (QL)
  - ee. Lyme's Disease AB Screen
  - ff. Hepatitis A Vaccination #1
  - gg. Hepatitis A Vaccination #2
  - hh. Hepatitis B Vaccination #1
  - ii. Hepatitis B Vaccination #2
  - jj. Hepatitis B Vaccination #3
  - kk. Hepatitis A/B Combination #1
  - ll. Hepatitis A/B Combination #2
  - mm. Hepatitis A/B Combination #3
  - nn. Influenza Vaccination

- oo. Tetanus Diphtheria Vaccination
- pp. Tuberculosis Skin Test

1.3 Basis of Selection of Award: This is “Best Value – Tradeoff” solicitation, as it may be in the best interest of the Government to consider award to other than the lowest priced Offeror or other than the highest technically rated Offeror.

1.4 Type of Contract: The Government intends to award one firm-fixed price requirements services contract.

1.5 Who May Submit: The procurement is a small business set aside.

1.6 North American Industry Classification System (NAICS) Code and Small Business Size Standard: The NAICS code for this project is 541611 with a size standard of \$21,500,000.

## 2.0 WHERE TO SUBMIT & SUBMITTAL DEADLINE

2.1 Offerors shall submit their proposals no later than the time and date specified in Block 13 of Standard Form 1449 (SF 1449) of this solicitation to: Procurement Integrated Enterprise Environment (PIEE) Solicitation Module.

## 3.0 SUBMISSION FORMAT AND NUMBER OF SUBMITTALS

3.1 Offerors are required to submit a proposal made up of a Past Performance Proposal, Technical Proposal, and a Price Proposal. All proposal materials shall be in binders with a table of contents and tabbed section dividers. The sections should parallel the submission requirements identified below. Volume I and II submitted material should be organized sequentially under tabs to facilitate evaluation. Volume II shall be placed in a separate sealed envelope as explained below. Materials not organized under the appropriate tabs, and in the sequence of subparagraphs under each tab, may easily be overlooked during evaluations thus possibly affecting the rating of the Offeror.

Proposal	Requirements (Evaluation Factors)	Quantity to be Submitted
Past Performance & Technical Proposal (Volume I)	Factor I- Performance Confidence Assessment	Original and two (2) copies
Price Proposal (Volume II)	Factor III – Price A. Proposal Data Sheet B. SF 1449 and knowledgeable amendments C. Section B Schedule of Prices D. Section K (unless available at SAM)	Original Only

#### 4.0 PROPOSAL INFORMATION

- 4.1 Offerors are cautioned that “parroting” of the Performance Work Statement with a statement of intent to perform *does not* reflect an understanding of the requirement or capability to perform. Offerors are responsible for including sufficient details to permit a complete and accurate evaluation of each proposal. Proprietary information shall be clearly marked.

Proposal clarity and material organization in each volume are mandatory but special printing, binding, or use of color or graphics is not necessary. The information submitted by the Offeror for each of the listed areas will be evaluated independently from each other. Therefore, each of the separate areas must be complete, able to stand alone, and have no inferred or actual reference to any other areas of the proposal. No material shall be incorporated by reference. Offerors are advised that conciseness and relevance of the proposal is important and unrelated information will not be evaluated. Proposals that provide only superficial coverage of the information required may not receive additional consideration and may be excluded from the competitive range. Additionally, should the proposal include any standard company terms and conditions that conflict with the terms and conditions of the solicitation, the proposal may be determined to be “unacceptable” and thus ineligible for award. Offerors shall limit submissions to the data essential for evaluation so that a minimum of time and funds are spent in preparing the information. However, in order to be effectively and equitably evaluated, Offerors must include information that is sufficiently detailed to describe the Offeror’s ability to perform the work in a timely manner.

- 4.2 The Government shall not be liable for any cost incurred by the Offeror in submitting a proposal in response to this solicitation.
- 4.3 The criteria specified in this Request for Proposal (RFP) and the Performance Work Statement are binding contract criteria, and in cases of any conflict subsequent to award between RFP criteria, performance work statement and the contractor’s proposal, the RFP criteria and performance work statement shall govern unless there is a written agreement between the Contracting Officer and the contractor on the waiving of a specific requirement.
- 4.4 Clarification of Provisions of this RFP. Any explanation desired by an Offeror regarding the meaning or interpretation of the RFP and/or any contact between the Offeror and USACE concerning this solicitation shall be submitted in writing to the Contract Officer via email at [Dellaria.L.Martin@usace.army.mil](mailto:Dellaria.L.Martin@usace.army.mil) or via courier at the following address:

USACE, Nashville Contracting Division  
Attn: Dellaria L. Martin (W912P5-23-R-0002)  
Room #A-405 (Mailroom)  
801 Broadway  
Nashville, TN 37203

#### ADDENDUM TO EVALUATION FACTORS

### SECTION M EVALUATION FACTORS FOR AWARD

#### PROPOSAL CONTENT

- 1.0 ORGANIZATION. Proposals shall be organized as follows

Past Performance Proposal

Factor I- Performance Confidence Assessment

Technical Proposal

Price Proposal

Factor III – Price

Tab A – Proposal Data Sheet

Tab B – SF33 and acknowledged amendments (if any)

Tab C – Section B – Schedule of Prices

Tab D – Section K (unless available at SAM.GOV)

2.0 CONTENT

2.1 Content of Volume I, Factor I – Performance Confidence Assessment

- 2.1.1 Provide descriptions for up to five (5) of the company’s operation and maintenance projects that are 30% or more complete within the last ten (10) years for projects which are similar to this project in scope and magnitude. Provide a complete project detail sheet of contracting experience including Federal, State, and local government and private sector contracts that demonstrates your capability to perform the work specified in this solicitation. A **Project Detail Sheet** is included at the end of this section for your use. Use as many forms as necessary to meet the criteria. If you elect not to use the form, all information identified on the form is still required for evaluation of this item and should be ordered the same. Include the names and background of any predecessor companies.

Similar in scope is defined as contracts with substantial efforts for tasks involving the following:

- a. Comprehensive Medical Exam (Medical Surveillance/HAZMAT)
- b. Reproductive Cancer Screening (Female)
- c. Audiometry
- d. B-Reading
- e. Chest X-Ray P/A
- f. Colorectal Cancer Screening
- g. Electrocardiogram
- h. Spirometry
- i. Best Vision
- j. Comprehensive Vision
- k. Tonometry
- l. Vital Signs, Height/Weight
- m. Scheduling
- n. Venipuncture
- o. Physician – Occupational Medicine Consultant (per hour)
- p. Record Review – Physician (per hour)
- q. Medical Review Officer (per hour)
- r. Audiology Review (per record)
- s. Record Processing (per hour)
- t. Missed Appointment Fees (per occurrence)
- u. Blood Type & Rh
- v. Cholinesterase RBC and Plasma
- w. SMA 20
- x. Lead – Industrial whole blood
- y. PCBs
- z. PSA
- aa. ZPP, Blood Protoporphyrin’s, zinc

- bb. Chlorinated Hydrocarbons, Quant (B); Dichloromethane, 1-1-1 Trichloroethane, Trichloroethylene, Tetrachloroethylene, Dichlorobenzene, Chloroform
- cc. Glucose 6 Phosphate Dehydrogenase
- dd. Hepatitis B Surface Antibody (QL)
- ee. Lyme's Disease AB Screen
- ff. Hepatitis A Vaccination #1
- gg. Hepatitis A Vaccination #2
- hh. Hepatitis B Vaccination #1
- ii. Hepatitis B Vaccination #2
- jj. Hepatitis B Vaccination #3
- kk. Hepatitis A/B Combination #1
- ll. Hepatitis A/B Combination #2
- mm. Hepatitis A/B Combination #3
- nn. Influenza Vaccination
- oo. Tetanus Diphtheria Vaccination
- pp. Tuberculosis Skin Test

2.1.2 If Offeror represents the combining of two or more companies (joint venture) for the purpose of this RFP, then include each company's role in the projects listed in this paragraph as related to its role for this project. If the Joint Venture partners have never worked together on similar jobs, so indicate. However, if the firms have worked together on other type jobs, include these, and address the working relationships on those jobs.

2.1.3 References should be provided for all past performance submitted on a **Project Detail Sheet** or its equivalent. The Offeror may identify past or current contracts (including Federal, State, local government and private) for recent and relevant work by submitting Past Performance Questionnaires on Form PPQ-0 ("PPQ") included at the end of this section. Page 1 of the PPQ should be submitted with your proposal. USACE requests that the Offeror's client completes this full questionnaire and submits directly to Dellaria.L.Martin@usace.army.mil via email at [Dellaria.L.Martin@usace.army.mil](mailto:Dellaria.L.Martin@usace.army.mil) or via fax at 615-736-7986 prior to proposal closing date. In the event that a completed PPQ is not received from the Offeror's client prior to the proposal closing date, USACE reserves the right to contact such client to obtain a completed PPQ.

The PPQ included in the solicitation is provided for the Offeror and its team members to submit to the client for each project the Offeror includes in its proposal for Factor I. The client should ensure correct phone numbers and email addresses are provided for their point of contact. It is the Offeror's responsibility to ensure the PPQs are provided in a timely matter. So, Offerors are encouraged to follow-up with clients/references to ensure timely submittal of questionnaires.

Offerors shall not incorporate by reference into their proposal PPQs previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation. Performance recognition documents received within the last ten (10) years such as awards, award fee determinations, customer letters of commendation, and any other forms of performance recognition should be included.

In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS), including Contractor Performance Assessment Reporting System (CPARS), using all CAGE/UEI numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the Offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIS), Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the Offeror. While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror. The Government may not contact all of the identified client references/ points of contact.

This assessment is based on the Offeror's record of relevant and recent past performance information that pertains to the services outlined in the solicitation requirements. If the firm is divided into severable segments (e.g., division, group, or unit) the Government will evaluate only the past performance of those segments of the firm(s) that will actually perform the work.

## 2.2 Content of Factor III - Price Proposal (separate package)

The Offeror shall submit a completed Proposal Data Sheet. The format is provided at the end of this section. The Offeror shall also submit SF 1449 and Section B, Proposal Price Schedule and Section K Representations and Certifications, in original only. Unless available at SAM.GOV, Offerors shall submit all representations and certifications at Section K, including those incorporated by reference. See FAR Solicitation Provision 52.252-1 for instructions on how to obtain the full-text provisions.

Note: If any Amendments are issued against this Solicitation, the Offeror shall include its acknowledgment of those Amendments by returning the signed amendments with its proposal and/or filling in block number 14 of the SF 1449 and submitting the signed document with its proposal. The SF 1449, block number 24 must be completed by an authorized person from the company. Failure to acknowledge amendments and/or sign the SF33 may result in the Offeror's proposal being removed from consideration. If the company is a joint venture, then all members of the joint venture must sign. The Offeror shall submit proof of financial capability consisting of the most recent financial statement covering assets and liabilities. The firm's banking institution name, address, point of contact (POC) name, POC email and telephone number shall also be provided.

**Project Detail Sheet**

Project Name & Location: Contract  
Number:  
Description of Work Related to Solicitation:

Firm role (prime, joint venture, subcontractor):

Type (service, construction, etc) and % of work self-performed:

Extent and Type of Work Subcontracted:

Additional detail should include work conditions and any relevant challenges overcome on the project:

Total Dollar Value at Award: \$ \_\_\_\_\_ Award Date: \_\_\_\_\_

Annual Dollar Value at Award: \$ \_\_\_\_\_

Contract Duration: \_\_\_\_\_ Percentage of Work Complete: \_\_\_\_\_

POC for Reference (Name, Title, Address, Email address, Phone Number and Fax Number):

POC for Contractor Representative (Name, Title, Address, Email address, Phone Number and Fax Number):

**NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)**

**CONTRACT INFORMATION (Contractor to complete Blocks 1-4)**

**1. Contractor Information**

Firm Name:

CAGE Code:

Address:

UEI Number:

Phone Number:

Email Address:

Point of Contact:

Contact Phone Number:

**2. Work Performed as:**     Prime Contractor     Sub Contractor     Joint Venture     Other (Explain)

Percent of project work performed:

If subcontractor, who was the prime (Name/Phone #):

**3. Contract Information**

Contract Number:

Delivery/Task Order Number (if applicable):

Contract Type:     Firm Fixed Price     Cost Reimbursement     Other (Please specify):

Contract Title:

Contract Location:

Award Date (mm/dd/yy):

Contract Completion Date (mm/dd/yy):

Actual Completion Date (mm/dd/yy):

Explain Differences:

Original Contract Price (Award Amount):

Final Contract Price (*to include all modifications, if applicable*):

Explain Differences:

**4. Project Description:**

Complexity of Work  High     Med     Routine

How is this project relevant to project of submission? (*Please provide details such as similar equipment, requirements, conditions, etc.*)

**CLIENT INFORMATION (Client to complete Blocks 5-8)**

**5. Client Information**

Name:

Title:

Phone Number:

Email Address:

**6. Describe the client's role in the project:**

**7. Date Questionnaire was completed (mm/dd/yy):**

**8. Client's Signature:**

**NOTE: NAVFAC/USACE REQUESTS THAT THE CLIENT COMPLETES THIS QUESTIONNAIRE AND SUBMITS DIRECTLY BACK TO THE OFFEROR. THE OFFEROR WILL SUBMIT THE COMPLETED QUESTIONNAIRE TO USACE WITH THEIR PROPOSAL, AND MAY DUPLICATE THIS QUESTIONNAIRE FOR FUTURE SUBMISSION ON USACE SOLICITATIONS. CLIENTS ARE HIGHLY ENCOURAGED TO SUBMIT QUESTIONNAIRES DIRECTLY TO THE OFFEROR. HOWEVER,**

**QUESTIONNAIRES MAY BE SUBMITTED DIRECTLY TO USACE. PLEASE CONTACT THE OFFEROR FOR USACE POC INFORMATION. THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ANY AND ALL INFORMATION ON THIS FORM.**

*ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT  
YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE*

<b>RATING</b>	<b>DEFINITION</b>	<b>NOTE</b>
<b>(E) Exceptional</b>	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.	An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
<b>(VG) Very Good</b>	Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.
<b>(S) Satisfactory</b>	Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
<b>(M) Marginal</b>	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.
<b>(U) Unsatisfactory</b>	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.
<b>(N) Not Applicable</b>	No information or did not apply to your contract	Rating will be neither positive nor negative.

**TO BE COMPLETED BY CLIENT**

**PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS  
YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.**

<b>1. QUALITY:</b>	
a) Quality of technical data/report preparation efforts	E VG S M U N
b) Ability to meet quality standards specified for technical performance	E VG S M U N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E VG S M U N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E VG S M U N
<b>2. SCHEDULE/TIMELINESS OF PERFORMANCE:</b>	
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. <i>(If liquidated damages were assessed or the schedule was not met, please address below)</i>	E VG S M U N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	E VG S M U N
<b>3. CUSTOMER SATISFACTION:</b>	
a) To what extent were the end users satisfied with the project?	E VG S M U N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	E VG S M U N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	E VG S M U N
d) Overall customer satisfaction	E VG S M U N
<b>4. MANAGEMENT/ PERSONNEL/LABOR</b>	
a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?	E VG S M U N
b) Ability to hire, apply, and retain a qualified workforce to this effort	E VG S M U N
c) Government Property Control	E VG S M U N
d) Knowledge/expertise demonstrated by contractor personnel	E VG S M U N
e) Utilization of Small Business concerns	E VG S M U N
f) Ability to simultaneously manage multiple projects with multiple disciplines	E VG S M U N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes	E VG S M U N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E VG S M U N
<b>5. COST/FINANCIAL MANAGEMENT</b>	
a) Ability to meet the terms and conditions within the contractually agreed	E VG S M U N

price(s)?	
b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	E VG S M U N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	E VG S M U N
d) Is the Contractor's accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i>	Yes No
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i>	Yes No
f) Have there been any indications that the contractor has had any financial problems? <i>If yes, please explain below.</i>	Yes No
<b>6. SAFETY/SECURITY</b>	
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	E VG S M U N
b) Contractor complied with all security requirements for the project and personnel security requirements.	E VG S M U N
<b>7. GENERAL</b>	
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	E VG S M U N
b) Compliance with contractual terms/provisions ( <i>explain if specific issues</i> )	E VG S M U N
c) Would you hire or work with this firm again? ( <i>If no, please explain below</i> )	Yes No
d) In summary, provide an overall rating for the work performed by this contractor.	E VG S M U N

**Please provide responses to the questions above (*if applicable*) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk (*please attach additional pages if necessary*):**

## PROPOSAL DATA SHEET

### PROJECT: Cheatham Lake Operation and Maintenance Services

#### 1. IDENTIFICATION OF OFFEROR

Name of Firm:

Address:

Phone:

Fax:

Email:

Unique Entity Identifier (UEI#):

#### 2. IDENTIFICATION OF JOINT VENTURE PARTICIPANTS

Provide any other assigned number that identifies the member firm(s) in the ACASS or CCASS databases. If a separate UEI has been created for a joint venture, it must also be submitted. Provide a UEI number for each company identified in any proposed Contractor-subcontractor association of firms. If the firm is a joint venture or contractor-subcontractor association of firms, list the individual firms and briefly describe the nature of the association. Provide UEI# for each.

Firm 1:

Firm 2:

Firm 3:

Nature of Association:

#### 3. AUTHORIZED NEGOTIATORS

Reference FAR 52.215-1. The Offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this RFP.

Name of Negotiator:

Negotiator's Address:

Negotiator's Telephone:

Negotiator's E-mail:

**SECTION M**  
**EVALUATION FACTORS FOR AWARD**

**PROPOSAL EVALUATION**

1.0 GENERAL

1.1 Proposal Evaluation. A Source Selection Evaluation Board (SSEB) comprised of representatives of the Government will evaluate all proposals. In accordance with FAR 15.305, the proposal evaluation is an assessment of both the proposal and the Offeror's ability to perform the prospective contract successfully. The SSEB will review and rate each proposal without knowledge of the price offered. The number of offers and identities of Offerors are not revealed to anyone who is not involved in the evaluation and award process, or to other Offerors. Price information will be evaluated for fairness, reasonableness, price realism and material unbalancing. Proposals will be evaluated based solely on the factors described herein, utilizing the tradeoff process to obtain the best value for the Government.

1.2 Definitions of key evaluation terms:

Adverse Past Performance is past performance information that supports a less than satisfactory rating from sources where the information is from other than formal rating systems such as "PPIRS" or "FAPPIS."

Clarifications are limited exchanges between the Government and Offerors that may occur when award without discussions is contemplated.

Communications are exchanges, between the Government and Offerors, after receipt of proposals, leading to establishment of the competitive range.

Competitive Range See FAR 15.306(c).

Deficiency is a material failure of a proposal to meet a government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level. See FAR 15.001.

Discussions are negotiations conducted in a competitive acquisition. Discussions take place after establishment of the competitive range.

Evaluation Notice (EN) is a written notification to the Offeror for purposes of clarifications, communications, or in support of discussions.

Performance Confidence Assessment is an evaluation of the likelihood (or Government's confidence) that the Offeror will successfully perform the solicitation's requirements; the evaluation is based upon past performance information.

Recency, as it pertains to past performance information, is a measure of the time that has elapsed since the past performance reference occurred. Recency is generally expressed as a time period during which past performance references are considered relevant.

Relevancy, as it pertains to past performance information, is a measure of the extent of similarity between the service/support effort, complexity, dollar value, contract type, and subcontract/teaming or other comparable attributes of past performance examples and the source solicitation requirements; and a measure of the likelihood that the past performance is an indicator of future performance.

Risk, as it pertains to source selection, is the potential for unsuccessful contract performance. The consideration of risk assesses the degree to which an Offeror's proposed approach to achieving the technical factor may involve risk of disruption of schedule, increased cost of degradation of performance, the need for increased Government oversight, and the likelihood of unsuccessful contract performance.

Significant Strength is an aspect of an Offerors' proposal that has appreciable merit or appreciably exceeds specified performance or capability requirements in a way that will be appreciably advantageous to the Government during contract performance.

Significant Weakness in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance. See FAR 15.001.

Strength is an aspect of an Offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.

Uncertainty is any aspect of a non-cost factor proposal for which the intent of the Offeror is unclear (e.g., more than one way to interpret the offer or inconsistencies in the proposal indicating that there may have been an error, omission or mistake).

Weakness means a flaw in the proposal that increases the risk of unsuccessful contract performance. See FAR 15.001.

## 2.0 EVALUATION PROCESS

2.1 The evaluation process consists of four parts: 1) past performance review 2) technical/quality evaluation, 3) price evaluation and 4) past performance/price/technical tradeoff.

2.2 Proposal Compliance Review. Compliance review is an initial check to ensure that all required forms and certifications are complete and past performance proposal, technical proposal, and price proposal were received. Specifically, the initial review will verify that the Past Performance Proposal and Technical Proposal address Factors I-II at a minimum. Further, the initial review will verify the Price Proposal is in a separate, sealed and marked envelope. Pages in the Past Performance Proposal and Technical Proposal exceeding the total page limit will be removed prior to the evaluation and not evaluated.

2.3 SSEB Evaluation. The SSEB will evaluate those proposals passing the Proposal Compliance Review. The SSEB will review and rate the content and quality of each evaluation factor against the specified evaluation criteria in the Solicitation requirement.

2.3.1 Factor I will be rated based on relevance and confidence.

2.3.2 Factors II will be rated using an adjectival-based system.

2.3.3 Factor III will be evaluated by the SSEB for fairness, reasonableness, price realism and for material unbalancing after the completion of the past performance and technical evaluations.

2.3.4 Evaluation Documentation. The Government will support each rating with narrative statements, describing proposal strengths, weaknesses, deficiencies, and uncertainties.

2.4 SSEB Ratings

2.4.1 Ratings for Factor I-Performance Confidence Assessment. There are two aspects to the past performance evaluation. The first is to evaluate the Offeror's past performance to determine how relevant a recent effort accomplished by the Offeror is to the effort to be acquired through the source selection. The SSEB shall assign one of the following ratings to the past performance information evaluated:

<b>Rating</b>	<b>Definition</b>
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.

Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

The SSEB will then review past performance information to determine the quality and usefulness as it applies to performance confidence assessment. In conducting a performance confidence assessment, each Offeror shall be assigned one of the ratings in the following table.

<b>RATING</b>	<b>DESCRIPTION</b>
<b>SUBSTANTIAL CONFIDENCE</b>	Based on the Offeror's recent/relevant performance record, the Government has a high expectation that the Offeror will successfully perform the required effort.
<b>SATISFACTORY CONFIDENCE</b>	Based on the Offeror's recent/relevant performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort.
<b>LIMITED CONFIDENCE</b>	Based on the Offeror's recent/relevant performance record, the Government has a low expectation that the Offeror will successfully perform the required effort.
<b>NO CONFIDENCE</b>	Based on the Offeror's recent/relevant performance record, the Government has no expectation that the Offeror will be able to successfully perform the required effort.
<b>UNKNOWN CONFIDENCE (NEUTRAL)</b>	No recent/relevant performance record is available or the Offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

2.4.2 Ratings for Factor II – Technical Proposal. The SSEB shall assign one of the following ratings to the information provided in response to Factor II:

<b>RATING</b>	<b>DESCRIPTION</b>
<b>OUTSTANDING</b>	Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low.
<b>GOOD</b>	Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low.
<b>ACCEPTABLE</b>	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on

	contract performance. Risk of unsuccessful performance is no worse than moderate.
<b>MARGINAL</b>	Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high.
<b>UNACCEPTABLE</b>	Proposal does not meet requirements and contains one or more deficiencies. Proposal is unawardable.

2.5 Price Evaluation. The SSEB will evaluate price proposals after the evaluation of the technical/quality evaluation. Price information will be evaluated for fairness, reasonableness, price realism and for material unbalancing.

2.6 Past Performance/Price/Technical Proposal Trade-off Analysis. After all evaluations described above are complete, the Source Selection Authority (SSA) will compare the relative advantages and disadvantages of technical proposals and compare prices, considering all factors, to determine the proposal offering the best value to the Government.

### **3.0 BASIS OF AWARD.**

The Contracting Officer will award a firm fixed-price requirement services contract to the responsible Offeror whose proposal the SSA determines to conform to the solicitation, is fair and reasonable, and offers the best overall value to the Government, considering the non-price factors described herein, and price. The evaluation factors are hereby listed in descending order of importance: Performance Confidence Assessment, Technical Proposal, and Price. All evaluation factors other than Price, when combined, are considered significantly more important than Price. The Government reserves the right to accept other than the lowest priced offer or to reject all offers. The Government will not award a contract to an Offeror whose proposal contains a deficiency, as defined in FAR 15.001. To receive consideration for award, a rating of no less than “Acceptable” must be achieved for the Technical Factor. Offerors are reminded to include their best technical and price terms in their initial offer and not to assume that they will have an opportunity to participate in discussions or be asked to submit a revised offer. Proposals are intended to be evaluated and an award made without discussions with Offerors unless discussions are determined to be necessary.

### **4.0 EVALUATION FACTORS.**

Proposals will be evaluated in accordance with the factors below.

#### 4.1 Evaluation of Factor I – Performance Confidence Assessment.

The SSEB will evaluate both the extent and quality of the Offeror’s experience described in the proposal. Well-documented self-performance of projects (30% or more complete) within the past ten (10) years that are similar in scope and magnitude

to this project will be rated more relevant than subcontracted work or work that is less than 30% complete.

Projects performed by contractors other than the Offeror, such as teaming partners or subcontractors, will not be evaluated as prime contractor experience, unless those other contractors are part of a Joint Venture (JV) Offeror, as demonstrated by a signed JV agreement. If the Offeror represents the combining of two or more companies (JV) for the purpose of this RFP, the JV will be evaluated as a single Offeror. The experience of each joint venture partner will be evaluated based on each partner's role in cited past work and in the proposed JV role for this project.

The SSEB will evaluate recent and relevant past performance to assess the degree of performance risk involved in accepting each Offeror's proposal. If the firm is divided into severable segments (e.g., division, group, or unit) the Government will evaluate only the past performance of those segments of the firm(s) that will actually perform the work.

For the purposes of evaluation, recent is defined as current work or work completed within the past ten (10) years. The SSEB will first evaluate the Offeror's past performance to determine how relevant a recent effort accomplished by the Offeror is to the effort to be acquired through the source selection, as defined above. The SSEB will then review past performance information to determine the quality and usefulness as it applies to the performance confidence assessment, considering quality of service (record of compliance with previous contract requirements, accuracy of reports, technical excellence, and quality awards/certificates) and timeliness of performance (record of meeting milestones and delivery schedules, reliability, and responsiveness to technical direction). The Government reserves the right to check any or all cited references to verify supplied information and to assess offeror's past performance.

The Government may also use other tools such as CPARS, PPIRS, contacting references, etc., to gather information regarding an Offeror's qualifications and past performance. In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror may not be evaluated favorably or unfavorably on past performance. Therefore, the Offeror shall be rated as unknown confidence (neutral), having no favorable or unfavorable impact on the evaluation.

#### 4.2 Evaluation of Factor II Technical Proposal

- 4.2.1 The Offeror's proposal will be evaluated on the adequacy and realism of their plan for performing Task Orders for the medical evaluation services indicated throughout this SSP.

- 4.2.2 Plans proposing personnel (current employees or proposed employees supported by letters of commitment) with more than two (2) years of recent experience (within the last 10 years) with similar work or contracts will be rated more favorably than Technical Proposals proposing less experienced employees (current or proposed).
- 4.2.3 Plans proposing subcontractors supported by letters of commitment will be rated more favorably than subcontractors not supported by letters of commitment.
- 4.2.4 Plans proposing use of qualified and or licensed individuals, when qualifications and/or licenses are supported by documentary evidence of such licenses (i.e., copies of licenses or certificates, etc.), will be rated more favorably than Technical Proposals proposing use of qualified and or licensed individuals not similarly supported by documentary evidence of such certificates or licenses.

4.3 Evaluation of Factor III – Price.

Price proposals will be evaluated by the SSEB for fairness, reasonableness, price realism and for material unbalancing through the use of price analysis in accordance with FAR 15.404-1. Should certified cost and pricing data be required, then cost analysis may be performed to determine realism and reasonableness. Price will not be scored in the same way or with the same narrative terminology as the Technical Proposal nor will price be numerically scored. Instead, the SSEB will evaluate the price and prepare a brief narrative on the Evaluation Summary.

The price proposal will be reviewed for completeness and compatibility with the technical proposal. The reasonableness of each Offeror's price proposal will be evaluated based on the Government's cost estimates and the Offeror's technical approach to the scope of work. Even though the total contract price for the Base and all Option Years will be evaluated, the primary emphasis will not be placed only on the lowest price.

The price proposal will also be evaluated for proportionality to assure that it is not materially unbalanced. The offer is unbalanced when the price of one or more items in the price schedule are significantly over or understated as indicated by the application of cost/price analysis. The Government may reject an offer as unacceptable if it is materially unbalanced as to the prices for the basic requirement and the option quantities.

ATTACHMENTS

Attachment 1: USACEOH-793 Medical Clearance Cover Letter

Attachment 2: USACEOH- Crane Operator Medical Clearance

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	MEDICAL SURVEILLANCE FOR OPS EMPLOYEES FFP MEDICAL SURVEILLANCE FOR OPS EMPLOYEES BASE- Eastern Kentucky Area FOB: Destination PURCHASE REQUEST NUMBER: W38XDD2075432 PSC CD: Q403	1	Job		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	MEDICAL SURVEILLANCE FOR OPS EMPLOYEES FFP MEDICAL SURVEILLANCE FOR OPS EMPLOYEES BASE- Western Kentucky Area FOB: Destination PURCHASE REQUEST NUMBER: W38XDD2075432 PSC CD: Q403	1	Job		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	MEDICAL SURVEILLANCE FOR OPS EMPLOYEES FFP MEDICAL SURVEILLANCE FOR OPS EMPLOYEES BASE- East Tennessee River Area FOB: Destination PURCHASE REQUEST NUMBER: W38XDD2075432 PSC CD: Q403	1	Job		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	MEDICAL SURVEILLANCE FOR OPS EMPLOYEES FFP MEDICAL SURVEILLANCE FOR OPS EMPLOYEES BASE- Mid-Cumberland Area FOB: Destination PURCHASE REQUEST NUMBER: W38XDD2075432 PSC CD: Q403	1	Job		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	MEDICAL SURVEILLANCE FOR OPS EMPLOYEES FFP MEDICAL SURVEILLANCE FOR OPS EMPLOYEES BASE- Middle Tennessee River Area FOB: Destination PURCHASE REQUEST NUMBER: W38XDD2075432 PSC CD: Q403	1	Job		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	MEDICAL SURVEILLANCE FOR OPS EMPLOYEES FFP MEDICAL SURVEILLANCE FOR OPS EMPLOYEES BASE- Nashville Metro Area FOB: Destination PURCHASE REQUEST NUMBER: W38XDD2075432 PSC CD: Q403	1	Job		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	MEDICAL SURVEILLANCE OPY1 FFP MEDICAL SURVEILLANCE FOR OPS EMPLOYEES Option Year 1- Eastern Kentucky Area FOB: Destination PURCHASE REQUEST NUMBER: W38XDD2075432 PSC CD: Q403	1	Job		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 OPTION	MEDICAL SURVEILLANCE OPY1 FFP MEDICAL SURVEILLANCE FOR OPS EMPLOYEES Option Year 1- Western Kentucky Area FOB: Destination PURCHASE REQUEST NUMBER: W38XDD2075432 PSC CD: Q403	1	Job		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003		1	Job		
OPTION	MEDICAL SURVEILLANCE FOR OPS EMPLOYEES FFP MEDICAL SURVEILLANCE FOR OPS EMPLOYEES Option Year 1- East Tennessee River Area FOB: Destination PURCHASE REQUEST NUMBER: W38XDD2075432 PSC CD: Q403				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004		1	Job		
OPTION	MEDICAL SURVEILLANCE FOR OPS EMPLOYEES FFP MEDICAL SURVEILLANCE FOR OPS EMPLOYEES Option Year 1- Mid- Cumberland Area FOB: Destination PURCHASE REQUEST NUMBER: W38XDD2075432 PSC CD: Q403				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005		1	Job		
OPTION	MEDICAL SURVEILLANCE FOR OPS EMPLOYEES FFP MEDICAL SURVEILLANCE FOR OPS EMPLOYEES Option Year 1- Middle Tennessee River Area FOB: Destination PURCHASE REQUEST NUMBER: W38XDD2075432 PSC CD: Q403				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006		1	Job		
OPTION	MEDICAL SURVEILLANCE FOR OPS EMPLOYEES FFP MEDICAL SURVEILLANCE FOR OPS EMPLOYEES Option Year 1- Nashville Metro Area FOB: Destination PURCHASE REQUEST NUMBER: W38XDD2075432 PSC CD: Q403				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		1	Job		
OPTION	MEDICAL SURVEILLANCE FOR OPS EMPLOYEES FFP MEDICAL SURVEILLANCE FOR OPS EMPLOYEES Option Year 2- Eastern Kentucky Area FOB: Destination PURCHASE REQUEST NUMBER: W38XDD2075432 PSC CD: Q403				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002		1	Job		
OPTION	MEDICAL SURVEILLANCE FOR OPS EMPLOYEES FFP MEDICAL SURVEILLANCE FOR OPS EMPLOYEES Option Year 2- Western Kentucky Area FOB: Destination PURCHASE REQUEST NUMBER: W38XDD2075432 PSC CD: Q403				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003 OPTION	MEDICAL SURVEILLANCE FOR OPS EMPLOYEES FFP MEDICAL SURVEILLANCE FOR OPS EMPLOYEES Option Year 2- East Tennessee River Area FOB: Destination PURCHASE REQUEST NUMBER: W38XDD2075432 PSC CD: Q403	1	Job		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004 OPTION	MEDICAL SURVEILLANCE FOR OPS EMPLOYEES FFP MEDICAL SURVEILLANCE FOR OPS EMPLOYEES Option Year 2- Mid- Cumberland Area FOB: Destination PURCHASE REQUEST NUMBER: W38XDD2075432 PSC CD: Q403	1	Job		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005		1	Job		
OPTION	MEDICAL SURVEILLANCE FOR OPS EMPLOYEES FFP MEDICAL SURVEILLANCE FOR OPS EMPLOYEES Option Year 2- Middle Tennessee River Area FOB: Destination PURCHASE REQUEST NUMBER: W38XDD2075432 PSC CD: Q403				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006		1	Job		
OPTION	MEDICAL SURVEILLANCE FOR OPS EMPLOYEES FFP MEDICAL SURVEILLANCE FOR OPS EMPLOYEES Option Year 2- Nashville Metro Area FOB: Destination PURCHASE REQUEST NUMBER: W38XDD2075432 PSC CD: Q403				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001		1	Job		
OPTION	MEDICAL SURVEILLANCE FOR OPS EMPLOYEES FFP MEDICAL SURVEILLANCE FOR OPS EMPLOYEES Option Year 3- Eastern Kentucky Area FOB: Destination PURCHASE REQUEST NUMBER: W38XDD2075432 PSC CD: Q403				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002		1	Job		
OPTION	MEDICAL SURVEILLANCE FOR OPS EMPLOYEES FFP MEDICAL SURVEILLANCE FOR OPS EMPLOYEES Option Year 3- Western Kentucky Area FOB: Destination PURCHASE REQUEST NUMBER: W38XDD2075432 PSC CD: Q403				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003		1	Job		
OPTION	MEDICAL SURVEILLANCE FOR OPS EMPLOYEES FFP MEDICAL SURVEILLANCE FOR OPS EMPLOYEES Option Year 3- East Tennessee River Area FOB: Destination PURCHASE REQUEST NUMBER: W38XDD2075432 PSC CD: Q403				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004		1	Job		
OPTION	MEDICAL SURVEILLANCE FOR OPS EMPLOYEES FFP MEDICAL SURVEILLANCE FOR OPS EMPLOYEES Option Year 3- Mid- Cumberland Area FOB: Destination PURCHASE REQUEST NUMBER: W38XDD2075432 PSC CD: Q403				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005		1	Job		
OPTION	MEDICAL SURVEILLANCE FOR OPS EMPLOYEES FFP MEDICAL SURVEILLANCE FOR OPS EMPLOYEES Option Year 3- Middle Tennessee River Area FOB: Destination PURCHASE REQUEST NUMBER: W38XDD2075432 PSC CD: Q403				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006		1	Job		
OPTION	MEDICAL SURVEILLANCE FOR OPS EMPLOYEES FFP MEDICAL SURVEILLANCE FOR OPS EMPLOYEES Option Year 3- Nashville Metro Area FOB: Destination PURCHASE REQUEST NUMBER: W38XDD2075432 PSC CD: Q403				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001		1	Job		
OPTION	MEDICAL SURVEILLANCE FOR OPS EMPLOYEES FFP MEDICAL SURVEILLANCE FOR OPS EMPLOYEES Option Year 4- Eastern Kentucky Area FOB: Destination PURCHASE REQUEST NUMBER: W38XDD2075432 PSC CD: Q403				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002		1	Job		
OPTION	MEDICAL SURVEILLANCE FOR OPS EMPLOYEES FFP MEDICAL SURVEILLANCE FOR OPS EMPLOYEES Option Year 4- Western Kentucky Area FOB: Destination PURCHASE REQUEST NUMBER: W38XDD2075432 PSC CD: Q403				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003		1	Job		
OPTION	MEDICAL SURVEILLANCE FOR OPS EMPLOYEES FFP MEDICAL SURVEILLANCE FOR OPS EMPLOYEES Option Year 4- East Tennessee River Area FOB: Destination PURCHASE REQUEST NUMBER: W38XDD2075432 PSC CD: Q403				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004		1	Job		
OPTION	MEDICAL SURVEILLANCE FOR OPS EMPLOYEES FFP MEDICAL SURVEILLANCE FOR OPS EMPLOYEES Option Year 4- Mid- Cumberland Area FOB: Destination PURCHASE REQUEST NUMBER: W38XDD2075432 PSC CD: Q403				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005		1	Job		
OPTION	MEDICAL SURVEILLANCE FOR OPS EMPLOYEES FFP MEDICAL SURVEILLANCE FOR OPS EMPLOYEES Option Year 4- Middle Tennessee River Area FOB: Destination PURCHASE REQUEST NUMBER: W38XDD2075432 PSC CD: Q403				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4006		1	Job		
OPTION	MEDICAL SURVEILLANCE FOR OPS EMPLOYEES FFP MEDICAL SURVEILLANCE FOR OPS EMPLOYEES Option Year 4- Nashville Metro Area FOB: Destination PURCHASE REQUEST NUMBER: W38XDD2075432 PSC CD: Q403				

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NET AMT

**INSPECTION AND ACCEPTANCE TERMS**

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government

0006	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government
1006	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
2005	Destination	Government	Destination	Government
2006	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
3004	Destination	Government	Destination	Government
3005	Destination	Government	Destination	Government
3006	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government
4004	Destination	Government	Destination	Government
4005	Destination	Government	Destination	Government
4006	Destination	Government	Destination	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 03-APR-2023 TO 02-APR-2024	N/A	N/A FOB: Destination	
0002	POP 03-APR-2023 TO 02-APR-2024	N/A	N/A FOB: Destination	
0003	POP 03-APR-2023 TO 02-APR-2024	N/A	N/A FOB: Destination	
0004	POP 03-APR-2023 TO 02-APR-2024	N/A	N/A FOB: Destination	
0005	POP 03-APR-2023 TO 02-APR-2024	N/A	N/A FOB: Destination	
0006	POP 03-APR-2023 TO 02-APR-2024	N/A	N/A FOB: Destination	

1001	POP 03-APR-2024 TO 02-APR-2025	N/A	N/A FOB: Destination
1002	POP 03-APR-2024 TO 02-APR-2025	N/A	N/A FOB: Destination
1003	POP 03-APR-2024 TO 02-APR-2025	N/A	N/A FOB: Destination
1004	POP 03-APR-2024 TO 02-APR-2025	N/A	N/A FOB: Destination
1005	POP 03-APR-2024 TO 02-APR-2025	N/A	N/A FOB: Destination
1006	POP 03-APR-2024 TO 02-APR-2025	N/A	N/A FOB: Destination
2001	POP 03-APR-2025 TO 02-APR-2026	N/A	N/A FOB: Destination
2002	POP 03-APR-2025 TO 02-APR-2026	N/A	N/A FOB: Destination
2003	POP 03-APR-2025 TO 02-APR-2026	N/A	N/A FOB: Destination
2004	POP 03-APR-2025 TO 02-APR-2026	N/A	N/A FOB: Destination
2005	POP 03-APR-2025 TO 02-APR-2026	N/A	N/A FOB: Destination
2006	POP 03-APR-2025 TO 02-APR-2026	N/A	N/A FOB: Destination
3001	POP 03-APR-2026 TO 02-APR-2027	N/A	N/A FOB: Destination
3002	POP 03-APR-2026 TO 02-APR-2027	N/A	N/A FOB: Destination
3003	POP 03-APR-2026 TO 02-APR-2027	N/A	N/A FOB: Destination
3004	POP 03-APR-2026 TO 02-APR-2027	N/A	N/A FOB: Destination
3005	POP 03-APR-2026 TO 02-APR-2027	N/A	N/A FOB: Destination
3006	POP 03-APR-2026 TO 02-APR-2027	N/A	N/A FOB: Destination

4001	POP 03-APR-2027 TO 02-APR-2028	N/A	N/A FOB: Destination
4002	POP 03-APR-2027 TO 02-APR-2028	N/A	N/A FOB: Destination
4003	POP 03-APR-2027 TO 02-APR-2028	N/A	N/A FOB: Destination
4004	POP 03-APR-2027 TO 02-APR-2028	N/A	N/A FOB: Destination
4005	POP 03-APR-2027 TO 02-APR-2028	N/A	N/A FOB: Destination
4006	POP 03-APR-2027 TO 02-APR-2028	N/A	N/A FOB: Destination

## CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (JUN 2020) -- Alternate I	NOV 2021
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	OCT 2018
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.204-22	Alternative Line Item Proposal	JAN 2017
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	NOV 2015
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.212-1	Instructions to Offerors--Commercial Products and Commercial Services	NOV 2021
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	NOV 2021
52.217-5	Evaluation Of Options	JUL 1990
52.227-17	Rights In Data-Special Works	DEC 2007
52.242-17	Government Delay Of Work	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011

252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7022	Expediting Contract Closeout	MAY 2021
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.215-7008	Only One Offer	JUL 2019
252.225-7012	Preference For Certain Domestic Commodities	APR 2022
252.225-7055	Representation Regarding Business Operations with the Maduro Regime	MAY 2022
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	MAY 2022
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JAN 2021

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS--REPRESENTATION (JAN 2017)

(a) Definition. As used in this provision--

Internal confidentiality agreement or statement, subcontract, and subcontractor, are defined in the clause at 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.

(b) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use funds appropriated (or otherwise made available) for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(c) The prohibition in paragraph (b) of this provision does not contravene requirements applicable to Standard Form 312, (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of provision)

## 52.204-20 Predecessor of Offeror (AUG 2020)

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

Commercial and Government Entity (CAGE) code means--

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that it [ ] is or [ ] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(c) If the Offeror has indicated "is" in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: \_\_\_\_ (or mark "Unknown").

Predecessor legal name: \_\_\_\_.

(Do not use a "doing business as" name).

(End of provision)

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

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

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

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

## (b) Prohibition.

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

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

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

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

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

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

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

## (d) Representations. The Offeror represents that--

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

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

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

## (e) Disclosures.

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

(End of provision)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (OCT 2020)

(a) Definitions. As used in this provision, “covered telecommunications equipment or services” and “reasonable inquiry” have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(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 telecommunications equipment or services”.

(c) Representations.

(1) The Offeror represents that it [ \_\_\_ ] does, [ \_\_\_ ] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it [ \_\_\_ ] does, [ \_\_\_ ] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (AUG 2020)

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

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

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

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

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

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

(1) Federal taxes are considered delinquent if both of the following criteria apply:

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

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

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

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

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

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

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

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that--

(1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) (JUL 2021)

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(1) ASSIST (<https://assist.dla.mil/online/start/>);

(2) Quick Search (<http://quicksearch.dla.mil/>).

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(1) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(2) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of provision)

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

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

Price,

Technical capabilities of the service provider, and

Past performance of service provider, for similar work

All evaluation factors other than cost or price, when combined, are approximately equal to cost or price.

- 1) The Price factor will be evaluated for completeness and accuracy to determine if the Offeror has understood the proposal instructions and properly completed the price schedule and for mathematical accuracy.
- 2) The Technical Capabilities and Past Performance factors will be evaluated with the submission of three examples of projects where services were provided that demonstrate the breadth and depth of the offeror's experience performing work similar in size, scope and complexity to the work described in the PWS of this solicitation. To be evaluated, projects must have been performed within seven (7) years of the date this solicitation is issued. Projects that are ongoing may be submitted if performance has been underway for at least 1 year.

A maximum of three (3) projects will be evaluated. If an offeror disregards these instructions and submits more than three (3) projects, only the first three (3) projects will be evaluated. Offerors should submit offers that describe each project submission and how each project demonstrates the offeror's ability to perform the work called for under this solicitation. Offerors should describe each project with enough detail to ensure that the Government can meaningfully assess how each project demonstrates the offeror's experience with performing the work called for in this solicitation. Offerors must limit the description of these projects to two pages per project submission. If an offeror disregards these instructions and submits more than two pages per project, only the first two pages will be evaluated.

Offerors should use the following format when submitting project information under this factor:

- a) Project Title, Contract Number, and Location
- b) Total Dollar Amount
- c) Start and Completion Dates
- d) Description of the Project (Describe the project, the involved entities, size of the teams, and discuss how the services provided relate to the work called for in this solicitation)
- e) Customer Point of Contact (name, relationship to project, agency/firm affiliation, city, state, current phone number and email address)

For Past Performance, the offeror must provide a Contractor Performance Assessment Report (CPAR) and/or a Past Performance Questionnaire (PPQ) to the identified point of contact listed on the Instructions to Offerors.

The Offeror's Relevant Experience and Past Performance will be evaluated based on the Government's assessment of each submitted project's similarity (in terms of size, scope and complexity) to the work described in the PWS of this solicitation. The Government intends to give greater consideration to offers that demonstrate experience providing services to government agencies such as USACE, experience with large projects and experience with large projects with multiple stakeholders.

The burden of providing detailed, current, accurate and complete past performance information rests with each offeror.

(b) Options. 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. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise 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)

### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2022) ALTERNATE I (OCT 2014)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

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

"Covered telecommunications equipment or services" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Highest-level owner" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

"Inverted domestic corporation," means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Reasonable inquiry" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

"Sensitive technology"—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern"—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

(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.

"Small disadvantaged business concern, consistent with 13 CFR 124.1002," means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern --

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127)," means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_.

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a women-owned small business concern.

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *WOSB concern eligible under the WOSB Program.* [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_ .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) *Economically disadvantaged women-owned small business (EDWOSB) concern.* [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_ .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ \_\_\_\_ ] is, a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

\_\_\_\_\_

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_ .*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

[*The offeror shall check the category in which its ownership falls*]:

\_\_\_\_ Black American.

\_\_\_\_ Hispanic American.

\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_ Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It [ \_\_\_ ] has, [ \_\_\_ ] has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [ \_\_\_ ] has, [ \_\_\_ ] has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

(i) It [ \_\_\_ ] has developed and has on file, [ \_\_\_ ] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [ \_\_\_ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American – Supplies, is included in this solicitation.)

(1) (i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(iii) The terms "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line item No.	Country of origin
___	___
___	___
___	___

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American -- Free Trade Agreements -- Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) (A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "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."

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, 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 Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line item No.	Country of origin
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[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

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

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line item No.
_____
_____
_____

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

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

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, 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 Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

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

[List as necessary]

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line item No.	Country of origin
___	___
___	___
___	___

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) [ \_\_\_ ] Are, [ \_\_\_ ] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [ \_\_\_ ] Have, [ \_\_\_ ] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) [ \_\_\_ ] Are, [ \_\_\_ ] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [ \_\_\_ ] Have, [ \_\_\_ ] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

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

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

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed end product	Listed countries of origin
_____	_____
_____	_____
_____	_____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[  ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[  ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has

made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) [  ] In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) [  ] Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (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.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) [  ] Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror [  ] does [  ] does not certify that—

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

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

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

(2) [  ] Certain services as described in FAR 22.1003-4(d)(1). The offeror [  ] does [  ] does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

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

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

[  ] TIN: \_\_\_\_\_ .

[  ] TIN has been applied for.

[  ] TIN is not required because:

[  ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[  ] Offeror is an agency or instrumentality of a foreign government;

[  ] Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

[  ] Sole proprietorship;

[  ] Partnership;

[  ] Corporate entity (not tax-exempt);

[  ] Corporate entity (tax-exempt);

[  ] Government entity (Federal, State, or local);

[ \_\_\_\_ ] Foreign government;

[ \_\_\_\_ ] International organization per 26 CFR 1.6049-4;

[ \_\_\_\_ ] Other \_\_\_\_ .

(5) Common parent.

[ \_\_\_\_ ] Offeror is not owned or controlled by a common parent:

[ \_\_\_\_ ] Name and TIN of common parent:

Name \_\_\_\_

TIN \_\_\_\_

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The Offeror represents that--

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not an inverted domestic corporation; and

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50(U.S.C. 1701 et seq.) (see OFAC's Specially Designated

Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it [ \_\_\_ ] has or [ \_\_\_ ] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: \_\_\_\_\_.

Immediate owner legal name: \_\_\_\_\_.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: \_ Yes or \_ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: \_\_\_\_\_.

Highest-level owner legal name: \_\_\_\_\_.

(Do not use a "doing business as" name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is \_ is not \_ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is \_ is not \_ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it [ \_\_\_ ] is or [ \_\_\_ ] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: \_\_\_ (or mark "Unknown").

Predecessor legal name: \_\_\_.

(Do not use a "doing business as" name).

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) [ \_\_\_ ] does, [ \_\_\_ ] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [ \_\_\_ ] does, [ \_\_\_ ] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:

\_\_\_ .

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) Covered Telecommunications Equipment or Services--Representation. Section 889(a)(1)(A) and section 889(a)(1)(B) of Public Law 115-232.

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

(2) The Offeror represents that--

(i) It [ \_\_\_ ] does, [ \_\_\_ ] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it [ \_\_\_ ] does, [ \_\_\_ ] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2022)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

XX (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) [Reserved]

\_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

XX (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

\_\_\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

\_\_\_ (10) [Reserved]

\_\_\_ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) (15 U.S.C. 657a).

\_\_\_ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (13) [Reserved]

XX (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (MAR 2020) of 52.219-6.

\_\_\_ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (MAR 2020) of 52.219-7.

XX (16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (NOV 2021) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (NOV 2016) of 52.219-9.

\_\_\_ (iii) Alternate II (NOV 2016) of 52.219-9.

- \_\_\_ (iv) Alternate III (JUN 2020) of 52.219-9.
- \_\_\_ (v) Alternate IV (SEP 2021) of 52.219-9.
- \_\_\_ (18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
- \_\_\_ (ii) Alternate I (MAR 2020) of 52.219-13.
- \_\_\_ (19) 52.219-14, Limitations on Subcontracting (SEP 2021) (15 U.S.C. 657s).
- \_\_\_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) (15 U.S.C. 657f).
- XX (22) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (SEP 2021) (15 U.S.C. 632(a)(2)).
- \_\_\_ (ii) Alternate I (MAR 2020) of 52.219-28.
- \_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (SEP 2021) (15 U.S.C. 637(m)).
- \_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (SEP 2021) (15 U.S.C. 637(m)).
- \_\_\_ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- \_\_\_ (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).
- XX (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- XX (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2022) (E.O. 13126).
- XX (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- XX (30)(i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).
- \_\_\_ (ii) Alternate I (FEB 1999) of 52.222-26.
- \_\_\_ (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- \_\_\_ (ii) Alternate I (JUL 2014) of 52.222-35.
- \_\_\_ (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- \_\_\_ (ii) Alternate I (JUL 2014) of 52.222-36.
- XX (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- \_\_\_ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- XX (35)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

XX (36) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

\_\_\_\_ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_\_ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_\_ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

\_\_\_\_ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

\_\_\_\_ (40) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (OCT 2015) of 52.223-13.

\_\_\_\_ (41)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (JUN 2014) of 52.223-14.

\_\_\_\_ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

\_\_\_\_ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (JUN 2014) of 52.223-16.

XX (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

\_\_\_\_ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

\_\_\_\_ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

\_\_\_\_ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

\_\_\_\_ (ii) Alternate I (JAN 2017) of 52.224-3.

\_\_\_\_ (48) 52.225-1, Buy American--Supplies (NOV 2021) (41 U.S.C. chapter 83).

\_\_\_\_ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (NOV 2021) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

\_\_\_\_ (ii) Alternate I (JAN 2021) of 52.225-3.

\_\_\_\_ (iii) Alternate II (JAN 2021) of 52.225-3.

\_\_\_\_ (iv) Alternate III (JAN 2021) of 52.225-3.

\_\_\_\_ (50) 52.225-5, Trade Agreements (OCT 2019) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XX (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_\_ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_\_\_ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150

\_\_\_\_ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

\_\_\_\_ (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

\_\_\_\_ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_\_ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

XX (58) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).

\_\_\_\_ (59) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

\_\_\_\_ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

\_\_\_\_ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_\_ (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

\_\_\_\_ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

\_\_\_\_ (ii) Alternate I (APR 2003) of 52.247-64.

\_\_\_\_ (iii) Alternate II (NOV 2021) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

XX (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

\_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

XX (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).

\_\_\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

XX (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).

XX (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

\_\_\_\_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(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 Subpart 4.7, Contractor Records Retention, of the 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 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.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).

(xiii) \_\_\_\_\_ (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_\_\_ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xvi) 52.222-54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).

(xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

(B) Alternate I (Jan 2017) of [52.224-3](#).

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

## 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed-Price (FFP), Indefinite Delivery / Requirements contract resulting from this solicitation.

(End of provision)

## 52.216-18 ORDERING. (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 20 January 2023 through **19 January 2024**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when--

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either--

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

## 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$2,500.00** (insert dollar figure or quantity), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of **\$250,000.00** (insert dollar figure or quantity);

- (2) Any order for a combination of items in excess of **\$250,000.00** (insert dollar figure or quantity); or
- (3) A series of orders from the same ordering office within **10** days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **10** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.
- (End of clause)

#### 52.216-21 REQUIREMENTS (OCT 1995)

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **19 January 2024**.

(End of clause)

## 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 4 Years.

(End of clause)

## 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (SEP 2021)

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

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (b) of this provision.

(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.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541611.

(2) The small business size standard is \$21.5M

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (i.e., nonmanufacturer), is 500 employees if the acquisition--

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

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is 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.

(c) Representations. (1) The offeror represents as part of its offer that it [ \_\_\_ ] is, [ \_\_\_ ] is not a small business concern. (2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ \_\_\_ ] is, [ \_\_\_ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [ \_\_\_ ] is, [ \_\_\_ ] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer that--

(i) It [ \_\_\_ ] is, [ \_\_\_ ] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ \_\_\_ ] is, [ \_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_ --.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer that--

(i) It [ \_\_\_ ] is, [ \_\_\_ ] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ \_\_\_ ] is, [ \_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_ --.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [ \_\_\_ ] is, [ \_\_\_ ] is not a veteran-owned small business concern.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it [ \_\_\_ ] is, [ \_\_\_ ] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [ \_\_\_ ] is, [ \_\_\_ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [ \_\_\_ ] is, [ \_\_\_ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_ --.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded

under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

- (1) Be punished by imposition of fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

#### 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEVIATION 2021-O0008) (OCT 2022)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Definition. “Similarly situated entity,” as used in this clause, means a first-tier subcontractor, including an independent contractor, that—

- (1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and
- (2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) Applicability. This clause applies only to—

- (1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);
- (2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);
- (3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;
- (4) Orders expected to exceed the simplified acquisition threshold and that are—
  - (i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
  - (ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);
- (5) Orders, regardless of dollar value, that are—
  - (i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
  - (ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and
- (6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) Independent contractors. An independent contractor shall be considered a subcontractor.

(e) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding certain other direct costs and certain work performed outside the United States (see paragraph (e)(1)(i)), to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor’s 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract. The following services may be excluded from the 50 percent limitation:

(i) Other direct costs, to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service. Examples include airline travel, work performed by a transportation or disposal entity under a contract assigned the environmental remediation NAICS code 562910), cloud computing services, or mass media purchases.

(ii) Work performed outside the United States on awards made pursuant to the Foreign Assistance Act of 1961, or work performed outside the United States required to be performed by a local contractor.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to

subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract; (3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause –

XX By the end of the base term of the contract and then by the end of each subsequent option period; or

\_\_\_ By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protege and its mentor approved by the Small Business Administration, the small business protege shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protege in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

#### 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (SEP 2021)

(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 the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(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 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 (f) of this clause or, if applicable, paragraph (h) 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) If the Contractor represented that it 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 (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) 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>.

(e) 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 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.

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) 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 office in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) 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 (f) or (h) of this clause.

(h) 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 (h)(1) of this clause.] The Contractor represents that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [ ] is, [ ] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the Contractor represented itself as a women-owned small business concern in paragraph (h)(3) of this clause.] The Contractor represents that--

(i) It [ ] is, [ ] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(4)(i) of this clause is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture.

[The Contractor shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the Contractor represented itself as a women-owned small business concern eligible under the WOSB Program in (h)(4) of this clause.] The Contractor represents that--

(i) It [ ] is, [ ] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(5)(i) of this clause is accurate for each EDWOSB concern participating in the joint venture. [The Contractor shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [ ] is, [ ] is not a veteran-owned small business concern.

(7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that--

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

#### 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ( ) It has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ( ) It has, ( ) has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

#### 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) [ ] it has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

#### 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

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

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

#### 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

#### 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION  
Employee Class Monetary Wage-Fringe Benefits

(End of clause)

52.229-11 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.

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 would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at [www.irs.gov/w14](http://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 shall 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 Internal Revenue Service (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)

#### 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (NOV 2021)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial products or commercial services.

(End of clause)

#### 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from US Army Corps of Engineer, Nashville District, 110 9th AVENUE SOUTH, ROOM A-405, NASHVILLE, TN 37203.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

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

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

The full text of FAR clauses and provisions can be found at <https://www.acquisition.gov/>  
The full text of DFARS clauses and provisions can be found at  
<https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

(End of provision)

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

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

FAR: <https://www.acquisition.gov>  
DFARS: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

(End of clause)

## 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation of any [Defense Federal Acquisition Regulation Supplement](#) (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

## 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any [Defense Federal Acquisition Regulation Supplement](#) (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

## 252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

## 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2019)

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

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Contractor attributional/proprietary information means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Covered contractor information system means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

Covered defense information means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is--

- (1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or
- (2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

Cyber incident means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

Forensic analysis means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Malicious software means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

Operationally critical support means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

Rapidly report means within 72 hours of discovery of any cyber incident.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data--Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an information technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at [osd.dibcsia@mail.mil](mailto:osd.dibcsia@mail.mil), within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall--

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <https://dibnet.dod.mil>.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <https://dibnet.dod.mil>.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <https://public.cyber.mil/eca/>.

(d) Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this

clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD--

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall--

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to--

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

(End of clause)

#### 252.204-7016 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)

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)

#### 252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2021)

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

Covered defense telecommunications equipment or services means--

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities;
- (2) Telecommunications services provided by such entities or using such equipment; or

(3) Telecommunications equipment or services produced or provided by an entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Covered foreign country means--

- (1) The People's Republic of China; or
- (2) The Russian Federation.

Covered missions means--

- (1) The nuclear deterrence mission of DoD, including with respect to nuclear command, control, and communications, integrated tactical warning and attack assessment, and continuity of Government; or
- (2) The homeland defense mission of DoD, including with respect to ballistic missile defense.

Critical technology means--

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. In accordance with section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91), the contractor shall not provide to the Government 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 the covered defense telecommunication equipment or services are covered by a waiver described in Defense Federal Acquisition Regulation Supplement 204.2104.

(c) Procedures. The Contractor 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) Reporting.

(1) In the event the Contractor identifies covered defense telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, the Contractor shall report at <https://dibnet.dod.mil> the information in paragraph (d)(2) of this clause.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within 3 business days from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 30 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered defense telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

## 252.204-7019 NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (MAR 2022)

(a) Definitions.

Basic Assessment, Medium Assessment, and High Assessment have the meaning given in the clause 252.204-7020, NIST SP 800-171 DoD Assessments.

Covered contractor information system has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this solicitation.

(b) Requirement. In order to be considered for award, if the Offeror is required to implement NIST SP 800-171, the Offeror shall have a current assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) (see 252.204-7020) for each covered contractor information system that is relevant to the offer, contract, task order, or delivery order. The Basic, Medium, and High NIST SP 800-171 DoD Assessments are described in the NIST SP 800-171 DoD Assessment Methodology located at <https://www.acq.osd.mil/asda/dpc/cyber/safeguarding.html#nistSP800171>.

(c) Procedures.

(1) The Offeror shall verify that summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) are posted in the Supplier Performance

Risk System (SPRS) (<https://www.sprs.csd.disa.mil/>) for all covered contractor information systems relevant to the offer.

(2) If the Offeror does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the Offeror may conduct and submit a Basic Assessment to [webptsmh@navy.mil](mailto:webptsmh@navy.mil) for posting to SPRS in the format identified in paragraph (d) of this provision.

(d) Summary level scores. Summary level scores for all assessments will be posted 30 days post-assessment in SPRS to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) Basic Assessments. An Offeror may follow the procedures in paragraph (c)(2) of this provision for posting Basic Assessments to SPRS.

(i) The email shall include the following information:

(A) Cybersecurity standard assessed (e.g., NIST SP 800-171 Rev 1).

(B) Organization conducting the assessment (e.g., Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract--

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (d)(1)(i) of this section, the Offeror shall use the following format for the report:

System security plan	CAGE codes supported by this plan	Brief description of the plan architecture	Date of assessment	Total score	Date score of 110 will be achieved

(2) Medium and High Assessments. DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system assessed:

(i) The standard assessed (e.g., NIST SP 800-171 Rev 1).

(ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).

(iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.

(iv) A brief description of the system security plan architecture, if more than one system security plan exists.

(v) Date and level of the assessment, i.e., medium or high.

(vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).

(vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(3) Accessibility.

(i) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).

(ii) Authorized representatives of the Offeror for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at [https://www.sprs.csd.disa.mil/pdf/SPRS\\_Awardee.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf).

(iii) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this section. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(End of provision)

#### 252.204-7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (MAR 2022)

(a) Definitions.

Basic Assessment means a contractor's self-assessment of the contractor's implementation of NIST SP 800-171 that-

(1) Is based on the Contractor's review of their system security plan(s) associated with covered contractor information system(s);

(2) Is conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology; and

(3) Results in a confidence level of "Low" in the resulting score, because it is a self-generated score.

Covered contractor information system has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

High Assessment means an assessment that is conducted by Government personnel using NIST SP 800-171A, Assessing Security Requirements for Controlled Unclassified Information that--

(1) Consists of--

- (i) A review of a contractor's Basic Assessment;
  - (ii) A thorough document review;
  - (iii) Verification, examination, and demonstration of a Contractor's system security plan to validate that NIST SP 800-171 security requirements have been implemented as described in the contractor's system security plan; and
  - (iv) Discussions with the contractor to obtain additional information or clarification, as needed; and
- (2) Results in a confidence level of "High" in the resulting score.

Medium Assessment means an assessment conducted by the Government that--

(1) Consists of--

- (i) A review of a contractor's Basic Assessment;
  - (ii) A thorough document review; and
  - (iii) Discussions with the contractor to obtain additional information or clarification, as needed; and
- (2) Results in a confidence level of "Medium" in the resulting score.

(b) Applicability. This clause applies to covered contractor information systems that are required to comply with the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, in accordance with Defense Federal Acquisition Regulation System (DFARS) clause at 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

(c) Requirements. The Contractor shall provide access to its facilities, systems, and personnel necessary for the Government to conduct a Medium or High NIST SP 800-171 DoD Assessment, as described in NIST SP 800-171 DoD Assessment Methodology at <https://www.acq.osd.mil/asda/dpc/cp/cyber/safeguarding.html#nistSP800171>, if necessary.

(d) Procedures. Summary level scores for all assessments will be posted in the Supplier Performance Risk System (SPRS) (<https://www.sprs.csd.disa.mil/>) to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) Basic Assessments. A contractor may submit, via encrypted email, summary level scores of Basic Assessments conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology to [webptsmh@navy.mil](mailto:webptsmh@navy.mil) for posting to SPRS.

(i) The email shall include the following information:

(A) Version of NIST SP 800-171 against which the assessment was conducted.

(B) Organization conducting the assessment (e.g., Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract--

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (b)(1)(i) of this section, the Contractor shall use the following format for the report:

System security plan	CAGE codes supported by this plan	Brief description of the plan architecture	Date of assessment	Total score	Date score of 110 will be achieved

(2) Medium and High Assessments. DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system security plan assessed:

(i) The standard assessed (e.g., NIST SP 800-171 Rev 1).

(ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).

(iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.

(iv) A brief description of the system security plan architecture, if more than one system security plan exists.

(v) Date and level of the assessment, i.e., medium or high.

(vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).

(vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(e) Rebuttals. (1) DoD will provide Medium and High Assessment summary level scores to the Contractor and offer the opportunity for rebuttal and adjudication of assessment summary level scores prior to posting the summary level scores to SPRS (see SPRS User's Guide [https://www.sprs.csd.disa.mil/pdf/SPRS\\_Awardee.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf)).

(2) Upon completion of each assessment, the contractor has 14 business days to provide additional information to demonstrate that they meet any security requirements not observed by the assessment team or to rebut the findings that may be of question.

(f) Accessibility.

(1) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).

(2) Authorized representatives of the Contractor for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at [https://www.sprs.csd.disa.mil/pdf/SPRS\\_Awardee.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf).

(3) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this clause. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(g) Subcontracts.

(1) The Contractor shall insert the substance of this clause, including this paragraph (g), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items (excluding COTS items).

(2) The Contractor shall not award a subcontract or other contractual instrument, that is subject to the implementation of NIST SP 800-171 security requirements, in accordance with DFARS clause 252.204-7012 of this contract, unless the subcontractor has completed, within the last 3 years, at least a Basic NIST SP 800-171 DoD Assessment, as described in <https://www.acq.osd.mil/asda/dpc/cp/cyber/safeguarding.html#nistSP800171>, for all covered contractor information systems relevant to its offer that are not part of an information technology service or system operated on behalf of the Government.

(3) If a subcontractor does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the subcontractor may conduct and submit a Basic Assessment, in accordance with the NIST SP 800-171 DoD Assessment Methodology, to [webptsmh@navy.mil](mailto:webptsmh@navy.mil) for posting to SPRS along with the information required by paragraph (d) of this clause.

(End of clause)

#### 252.225-7048 EXPORT-CONTROLLED ITEMS (JUNE 2013)

(a) Definition. "Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes--

(1) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120; and

(2) "Items," defined in the EAR as "commodities," "software," and "technology," terms that are also defined in the EAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to—

(1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);

(2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);

(3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);

(4) The Export Administration Regulations (15 CFR Parts 730-774);

(5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and

(6) Executive Order 13222, as extended.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

(End of clause)

#### 252.232-7017 ACCELERATING PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS--PROHIBITION ON FEES AND CONSIDERATION (APR 2020)

(a) Definition. Accelerated payment, as used in this clause, means a payment made to a small business subcontractor as quickly as possible, with a goal of 15 days or less after receipt of payment from the Government or receipt of a proper invoice from the subcontractor, whichever is later.

(b) In accordance with section 852 of Public Law 115-232, the Contractor shall not require any further consideration from or charge fees to the small business subcontractor when making accelerated payments, as defined in paragraph (a) of this clause, to subcontractors under the clause at FAR 52.232-40, Providing Accelerated Payments to Small Business Subcontractors.

(c) Subcontracts. Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including those for the acquisition of commercial items.

(End of clause)