

SECTION B – CONTINUATION OF SF-1449

1. **BASIC SERVICES:** See the Performance Work Statement (PWS). Provide all management, supervision, labor, supplies, materials, and equipment (except as otherwise specified herein), and plan, schedule, and coordinate as necessary to ensure effective performance of **ON-SITE** Medical services as specified herein.
 - Medical services are defined as:
 1. A Physician; OR
 2. A Nurse Practitioner (NP), in states that allow a NP to practice independent services; OR
 3. A combination of 50% of services by a Physician AND a 50% of services by a mid-level NP or Physician Assistant (PA); OR
 4. Upon an approved waiver from the Contracting Officer, a NP or PA who can practice independently *with* the establishment of a collaborative agreement with a physician per state regulations.
 - *All medical services provided must be in accordance with state regulations.* The position providing medical services must have an active, unrestricted license to practice in state where the center is located.
 - All candidates providing services throughout the duration of the contract performance require approval by the Contracting Office (CO) PRIOR to providing services at the Center.
 - Contractors are only responsible for providing for basic health care as detailed in the PWS in accordance with the Policy and Requirements Handbook (PRH) Exhibit 6-4 (Job Corp Basic Health Care Responsibilities)
<https://supportservices.jobcorps.gov/health/Pages/default.aspx>.
2. **LOCATION:** The Contractor shall be fully responsible for providing Medical Services as indicated herein for the location listed below:

Trapper Creek Job Corps Center
5139 West Fork Road
Darby, MT 59829
3. **PERFORMANCE:** Contractor personnel will perform all work required in the PWS for the amounts agreed to as stated below and in accordance with the applicable wage determination, if applicable. The center will be closed for all Federal holidays and two weeks during the winter. The break generally occurs during the last two weeks of December; however, the exact dates are subject to change. The Contractor will be paid

based upon the actual work performed pursuant to the PWS. Performance schedules shall be agreed to through mutual agreement with Center personnel.

4. **SUBSTITUTE SERVICES:** When Contractor personnel are on vacation, sick leave, or any other leave, qualified substitute(s) shall be provided by the Contractor in accordance with the PWS. The Contractor shall ensure that the current license(s) for each substitute personnel is submitted to the WO-PPS office for approval PRIOR to providing services.

5. SCHEDULE OF SERVICES:

19. ITE M NO.	20. SCHEDULE OF SERVICES	21. QUANTIT Y	22. UNIT	23. UNIT PRICE	24. TOTAL AMT
BASE YEAR SERVICES – September 1, 2023 through August 31, 2024					
0001	Medical Services _ Base Year (9 hours per week x 50 weeks per year)	450	HR	\$	\$
BASE YEAR SERVICES TOTAL:					\$

19. ITE M NO.	20. SCHEDULE OF SERVICES	21. QUANTIT Y	22. UNIT	23. UNIT PRICE	24. TOTAL AMT
OPTION YEAR ONE SERVICES – September 1, 2024 through August 31, 2025					
1001	Medical Services – Option Year 1 (9 hours per week x 50 weeks per year)	450	HR	\$	\$
OPTION YEAR ONE SERVICES TOTAL:					\$

19. ITE M NO.	20. SCHEDULE OF SERVICES	21. QUANTIT Y	22. UNIT	23. UNIT PRICE	24. TOTAL AMT
OPTION YEAR TWO SERVICES – September 1, 2025 through August 31, 2026					
2001	Medical Services – Option Year 2 (9 hours per week x 50 weeks per year)	450	HR	\$	\$
OPTION YEAR TWO SERVICES TOTAL:					\$

19. ITE M NO.	20. SCHEDULE OF SERVICES	21. QUANTIT Y	22. UNIT	23. UNIT PRICE	24. TOTAL AMT
OPTION YEAR THREE SERVICES – September 1, 2026 through August 31, 2027					
3001	Medical Services – Option Year 3 (9 hours per week x 50 weeks per year)	450	HR	\$	\$
OPTION YEAR THREE SERVICES TOTAL:					\$

19. ITE M NO.	20. SCHEDULE OF SERVICES	21. QUANTIT Y	22. UNIT	23. UNIT PRICE	24. TOTAL AMT
OPTION YEAR FOUR SERVICES – September 1, 2027 through August 31, 2028					
4001	Medical Services – Option Year 4 (9 hours per week x 50 weeks per year)	450	HR	\$	\$
OPTION YEAR FOUR SERVICES TOTAL:					\$

GRAND TOTAL WITH ALL OPTIONS: \$ _____

6. ADDITIONAL INFORMATION

- **Emergency Services:** Emergency services are not included into the scope of work. Should the center require emergency medical assistance, the center shall contact 911 for immediate assistance.
- **Hours per Week:** The requirement is a firm-fixed priced contract for 450 total annual hours. It is acceptable for the center/contractor to 'flex' hours from one week to another as long as ALL the total annual hours are provided by the end of the contract period of performance. (Funding is for 50 weeks per annum)
- **Missed Days:** All diligence and effort shall be made to make up any missed days/hours as soon as possible. Upon mutual agreement, additional hours can be provided outside the established schedule in order to make up any missed days.

SECTION C - CONTRACT CLAUSES

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):

Federal Acquisition Regulation (FAR) Clauses: <https://www.acquisition.gov/browse/index/far>
(FAR clauses begin with 52)

Department of Agriculture Acquisition Regulation (AGAR) Clauses:
<https://www.acquisition.gov/agar> (AGAR clauses begin with 452)

FAR and AGAR Deviations to clauses may be viewed at: [Policies & Regulations | USDA](#)

52.203-3 Gratuities (APR 1984)

52.203-16 Preventing Personal Conflicts of Interest (JUN 2020)

52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)

52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)

52.204-13 System for Award Management Maintenance (OCT 2018)

52.212-4 Contract Terms and Conditions – Commercial Products and Commercial Services (DEC 2022) ([DEVIATION 2017-1](#))

Addenda to 52.212-4:

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders– Commercial Products and Commercial Services (JUN 2023) ([DEVIATION 2017-1](#), [DEVIATION DEC 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) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C.3903 and 10 U.S.C. 3801)

(6) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805note)).

(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:

[Contracting Officer check as appropriate.]

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (June 2020), with Alternate I (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).
- (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.)
- (4) 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Jun 2020) (**DEVIATION 2017-1**) ([Whistleblower Guidance to Contractor Employees](#))
- (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- (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).
- (8) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).
- (9) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) (31 U.S.C. 6101note).
- (10) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
- (11) [Reserved].
- (12) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C.657a).
- (13) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (14) [Reserved]
- (15) (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.
- (16) (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.
- (17) 52.219-8, Utilization of Small Business Concerns (Oct 2022) (15 U.S.C. 637(d)(2) and (3)).(**DEVIATION DEC 2022**)
- (18) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2022) (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.
- (19) (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
- (20) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C.637s)
 - [Contracting Officer check as appropriate.]
 - 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.
- (21) 52.219-16, Liquidated Damages-Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Oct 2022) (15 U.S.C. 657f).
- (23) (i) 52.219-28, Post Award Small Business Program Rerepresentation (MAR 2023) (15 U.S.C. 632(a)(2)).
 - (ii) Alternate I (MAR 2020) of 52.219-28.
- (24) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).
- (25) 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 (Oct 2022) (15 U.S.C. 637(m)).
- (26) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
- (27) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 637(a)(17)).
- (28) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).
- (29) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Dec 2022) (E.O.13126).
- (30) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (31) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).
 - (ii) Alternate I (Feb 1999) of 52.222-26.
- (32) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
 - (ii) Alternate I (Jul 2014) of 52.222-35.
- (33) (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.
- (34) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (36) (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. chapter78 and E.O. 13627).
- (37) 52.222-54, Employment Eligibility Verification (May 2022). (Executive Order 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.)

- (38) (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.)
- (39) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- (40) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- (41) (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.
- (42) (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.
- (43) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).
- (44) (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.
- (45) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- (46) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- (47) 52.223-21, Foams (Jun 2016) (E.O. 13693).
- (48) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).
 - (ii) Alternate I (Jan 2017) of 52.224-3.
- (49)(i) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).
 - (ii) Alternate I (Oct 2022) of 52.225-1
- (50) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (DEC 2022) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law. 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 [Reserved]
 - (iii) Alternate II (Dec 2022) of 52.225-3.
 - (iv) Alternate III (Jan 2021) of 52.225-3.
 - (v) Alternate IV (Oct 2022) of 52.225-3.
- (51) 52.225-5, Trade Agreements (Dec 2022) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (52) 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).
- (53) 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. Subtitle A, Part V, Subpart G Note).
- (54) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

- (55) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).
- (57) 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.3805).
- (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C.4505, 10 U.S.C.3805).
- (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) (31 U.S.C. 3332).
- (60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C.3332).
- (61) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C.3332).
- (62) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (63) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).
- (64) (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:

Contracting Officer check as appropriate.]

- (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).

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 [5 332](#).

- (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).
- (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
- (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) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328)

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2022) (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 2015) (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 (Mar 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).
- (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. Subtitle A, Part V, Subpart G 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) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801)
- (xxiii) 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.

52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within *30 days*.

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 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c)The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years (months) (years).

52.228-5 Insurance – Work on a Government Installation (JAN 1997)

52.232-18 Availability of Funds (APR 1984)**52.232-19 Availability of Funds for Next Fiscal Year (APR 1984)****52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)****52.242-15 Stop-Work Order (AUG 1989)****52.242-17 Government Delay of Work (APR 1984)****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 Agriculture Acquisition Regulation (48 CFR 4) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

452.204-70 Modification for Contract Closeout ([DEVIATION JUL 2022](#))

Upon contract closeout for contracts utilizing Simplified Acquisition Procedures (SAP) according to FAR 13:

(a) If unobligated funds in the amount of \$1000 or less remain on the contract, the Contracting Officer (CO) shall issue a unilateral modification for deobligation. The contractor will receive a copy of the modification but will not be required to provide a signature. The CO shall immediately proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.

(b) If unobligated funds of more than \$1000 remain on the contract, the CO shall issue a bilateral modification for deobligation. The contractor will receive a copy of the modification and will be required to provide a signature. (The CO may also request a Release of Claims be completed by the contractor, although not required for contract and orders using SAP procedures.) If the bilateral modification and Release of Claims are not returned to the CO within 60 days, the CO shall release the modification as unilateral and proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.

452.211-74 Period of Performance (FEB 1988)

The period of performance of this contract is from September 1, 2023 through August 31, 2028.

452.228-71 Insurance Coverage (NOV 1996)

Pursuant to FAR clause 52.228-5, Insurance-Work on a Government Installation, the Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

- (a) **Workers Compensation and Employer's Liability.** The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.
- (b) **General Liability.** (1) The Contractor shall have bodily injury liability coverage written on a comprehensive form of policy of at least \$500,000 per occurrence. (2) The Contractor shall have property damage liability insurance shall be required in the amount of _____.
- (c) **Automobile Liability.** The Contractor shall have automobile liability insurance written on a comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and 500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage or loss.
- (d) **Aircraft Public and Passenger Liability.** When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger injury. Coverage for passenger injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

452.237-74 Key Personnel (FEB 1988)

- (a) The Contractor shall assign to this contract the following key personnel: _____.
- (b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.
- (c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

Personal Identity Verification of Contractor Employees

- (a) The contractor shall comply with the personal identity verification (PIV) policies and procedures established by the Department of Agriculture (USDA) Directives 4620-002 series.
- (b) Should the results of the PIV process require the exclusion of a contractor's employee; the Contracting Officer will notify the contractor in writing.
- (c) The contractor must appoint a representative to manage compliance with the PIV policies established by the USDA Directives 4620-002 series and to maintain a list of employees eligible for a USDA LincPass required for performance of the work.

- (d) The responsibility of maintaining a sufficient workforce remains with the contractor. Contractor employees may be barred by the Government from performance of work should they be found ineligible or to have lost eligibility for a USDA LincPass. Failure to maintain a sufficient workforce of employees eligible for a USDA LincPass may be grounds for termination of the contract.
- (e) The contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine unaccompanied physical access to a Federally-controlled facility and/or routine unaccompanied access to a Federally-controlled information system.
- (f) The PIV Sponsor for this contract is a designated program point of contact, which in most cases is the COR, unless otherwise specified in this contract. The PIV Sponsor will be available to receive contractor identity information from *(hours and days) to *(hours and days) at *(office address for registration). The Government will notify the contractor if there is a change in the PIV Sponsor, the office address, or the office hours for registration; however, it is the contractor's responsibility to meet all aspects of paragraphs (c), (d), and (e).

SECTION D – CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**ATTACHMENT 1 – Performance Work Statement****1. INTRODUCTION:**

The USDA Forest Service Job Corps Civilian Conservation Centers (JCCCC) provide academic, vocational, and life-learning skills to at risk youth and young adults at 24 Job Corps Centers across the United States (U.S.). As part of this program, youth and young adults at the Centers are provided healthcare services as follows: medical, dental, mental health, and drug & alcohol intervention. Each Forest Service JCCCC has a need for basic health services provided by licensed medical professionals that includes examinations and assessments, treatment, issuance of prescriptions and immunizations, monitoring health conditions, recommending hospitalization, follow-up care, and prevention planning and intervention.

2. BACKGROUND:

Job Corps is a U.S. Department of Labor (DOL), Employment and Training Administration (ETA) program. Job Corps is designed to assist young people who need and can benefit from the wide-range of services provided at a Job Corps center. Services include the following: basic education, High School Diploma (HSD) program; General Educational Development (GED); vocational skills training; residential living program; healthcare; and related support services. The comprehensive combination of training and support services is designed to help each student become a responsible and productive citizen. Student populations range from 100 to over 300 enrollments depending on the Center's On Board Strength (OBS). Job Corps is a self-paced program: therefore, a student's length of enrollment varies. Students may remain in the program for up to two years, but the average length of enrollment is approximately eight to nine months.

3. CONTRACT EFFORT REQUIRED:

- A.** The Physician and/or Nurse Practitioner/Physician Assistant shall provide **ON-SITE** Medical services for all students on Center, in accordance with applicable Federal laws/regulations, OSHA and HIPAA requirements, state and local laws, and guidelines of the American Medical Association.
- B.** Medical services must also include analysis and use of the most efficient and cost-effective practice of contemporary, evidence-based health care possible given available time, resources, and personnel. These services will involve coordinating and integrating the Medical services program with other health and wellness components/activities on Center and providing Medical services to enrollees and established students on Center
- C.** The general emphasis of Medical services must be on the early identification and diagnosis of medical problems, basic medical care, and medical promotion, prevention, and education as outlined in the Policy and Requirements Handbook (PRH) 2.3 Health Services and included in the required immunization, screenings, and laboratory test list in Exhibit 2-4 (Job Corp Basic Health Care Responsibilities) <https://prh.jobcorps.gov/Pages/Home.aspx> .

Additional information regarding medical services can be located on the Job Corps Support Services website to include a Desk Reference Guide.

<https://supportservices.jobcorps.gov/health/Pages/default.aspx>.

D. Contractor personnel shall:

- possess the ability to work both independently and as a member of a healthcare team to provide optimal services to a population of financially disadvantaged youth, ranging from 16 to 24 years in age;
- provide supervision to Nurse Practitioner and/or Physician Assistant, if applicable, to comply with regulations in state where the Center is located;
- promptly review applicant files and conduct an initial medical examination (intake); and a medical treatment plan, as applicable;
- record all medical documentation, such as, diagnosis, treatment and management plans, medication, reason of denial into the program (if recommended) etc. on the Student Health Record (SHR) and Job Corps Health and Wellness Program forms;
- during regular scheduled hours treat minor conditions (i.e. respiratory infections, cold and flu symptoms), episodic illness, provide first aid and CPR, and other care within capabilities.
- provide management, written diagnoses, and treatment plans as part of a chronic care management plan for students with chronic conditions/disabilities;
- provide treatment of acute conditions and promotion and maintenance of a family planning program;
- collaborate with Substance Abuse Counselor, and Center Mental Health Counselor to prescribe medications and Schedule II medications and discuss long-term medication management, as needed;
- participate in Disability Accommodation Committee (DAC) meetings & file applicant review team meetings during regular scheduled hours, when requested;
- ensure medical equipment is properly cleaned and maintained;
- comply with federal, state, and Job Corps infection control policies and procedures;
- assist students to acquire health-related skills and knowledge of healthy medical care;
- on a monthly basis, report to the Center Director and HWD on all health-related matters; including student medical separations, justification and costs of needed special services, health and non-healthcare equipment repair and replacement needs, depletion of medical supplies and medications, and other areas deemed appropriate;
- Establish an appropriate specialty medical referral system for students who require special, or emergent, medical care;
- attend monthly conference calls, webinars, and DOL Training, as available during regular scheduled hours of service;
- maintain, safeguard, and ensure the confidentiality of all required student health records in accordance with the Health Insurance Portability and Accountability Act (HIPAA);
- participate in health and wellness program continuous quality improvement activities and advise and assist the health education instructor in the development and implementation of the Medical Health Education Program;

- provide Medical services in a positive and productive manner to facilitate student willingness to pursue recommended dental treatment plan;
 - not to engage in any research projects and/or publications relating to Job Corps health activities without prior written approval from the Job Corps National Office in Golden, CO;
 - report adverse student behavior incidents to the HWD or Contracting Officer's (CO) Representative (COR) in a timely manner; and
 - cooperate and comply with Job Corps assessment team's audits to verify the quality of services and adherence to the PRH requirements.
- E. Required entrance immunizations, laboratory tests, and screenings can be found in the Policy and Requirements Handbook (PRH)Chapter 2.3 and Exhibit 2-4 (Job Corp Basic Health Care Responsibilities) <https://prh.jobcorps.gov/Pages/Home.aspx> . Additional information regarding medical services can be located on the Job Corps Support Services website to include a Desk Reference Guide.
<https://supportservices.jobcorps.gov/health/Pages/default.aspx>.

4. SCHEDULE AND AVAILABILITY:

- A. Medical services are required on a weekly basis, during days of the week and hours of the day established in coordination with Center personnel. The days and times of services shall be upon mutual agreement between the Contractor and center personnel and must be considered reasonable. A reasonable schedule would be considered providing services one (1) or two (2) days a week, M-F, 8am – 5pm.
- B. Center OBS and the PRH may change at any time; consequently, the quantity of required Medical services hours may vary, depending on the needs of the student population. However, any changes to the required hours will be executed via a bilateral modification to the contract
- C. Key Personnel must provide a current contact number to the Center HWD or COR. When Key Personnel are unavailable for an extended period of time, as determined by the Contracting Officer, the Contractor will provide an acceptable substitute to provide services.

5. QUALIFICATIONS OF CONTRACTOR PERSONNEL:

- A. Contractor personnel shall:
- have an active, unrestricted license to practice independently in the state where services will be provided;
 - maintain licensing requirements/certification/accreditation and required insurance coverage during the entire performance period with proof being submitted to the CO upon request;

- agree to a criminal background check, and drug testing, as a prerequisite for contract performance, if determined necessary by the CO.
 - Information obtained through the background check may be used in determining contractor's qualification for this contract. Information regarding a person's race, national origin, color, sex, religion, disability, genetic information (including family medical history), or age will not be evaluated or have any impact on the determination of qualifications for this contract.
 - Government may terminate the contract if the background check is determined to be unacceptable or if any aspect would jeopardize the health and safety of the students.

6. MATERIALS AND EQUIPMENT:

A. The Government shall furnish the following:

Adequate workspace, equipment, supplies, and materials as needed to accomplish the work requirements outlined herein, including examination rooms and furniture, assessment equipment, telephone, computer, a fax machine, prophylaxis supplies, gloves, masks, and similar items. Prescription and over-the-counter medications will be disbursed at the Center. These supplies and property shall be utilized during the performance of this contract only while providing student care.

B. The Contractor shall furnish the following:

All labor, services, permits, licenses, transportation of Contractor personnel (as necessary), and incidentals (other than those provided by the federal Government) as needed to fulfill the work requirements herein.

C. Security:

The space, equipment, and supplies used by contractor personnel **MUST** be secured at all times, per Center requirements. The Contractor shall review and be familiar with Center security procedures.

7. THE ROLE OF GOVERNMENT PERSONNEL AND RESPONSIBILITY FOR CONTRACT

ADMINISTRATION:

A. Contracting Officer: The CO has the overall responsibility for the administration of this contract. The CO alone, without delegation is authorized to:

- amend, modify, or deviate from the contract;
- request removal of unsuitable Contractor personnel;
- order re-performance of unacceptable work or performance by other means.
- delegate other responsibilities to authorized representatives.

B. Contracting Officer's Representative: A COR may be designated in writing at the time of award to assist the CO in the day-to-day on-site administration of the contract requirements. The COR is responsible for, but not limited to, the following:

- determine the compliance and adequacy of performance by the Contractor;
- ensure the adequacy of schedule and Quality Assurance Surveillance Plan (QASP), as well as coordination of changes to the schedule and QAP if necessary.

8. GOVERNING REGULATIONS, HANDBOOKS AND REFERENCES:

A. The Contractor shall provide Health and Wellness (H&W) services in accordance to the following documents; which are available upon request. Changes to these documents does not change the terms of the contract without a bilateral modification

- Job Corps Federal Regulations (Title 20 Code of Federal Regulations, Part 638.510) Part 684 as amended, Job Corps Program under Title TV-B of the Job Training Partnership Act
- Applicable Technical Assistance Guides (TAG s)
- Job Corps Physician Desk Reference
- ET Handbook 330
- Job Corps Health & Wellness information and Department of Labor PRH: <https://eprh.jobcorps.gov/Pages/Home.aspx> . Job Corps Support Services website to include a Desk Reference Guide.
<https://supportservices.jobcorps.gov/health/Pages/default.aspx>

9. INVOICE PROCEDURES:

- Invoices shall be submitted on a monthly basis between the first and fifteenth of the following month;
- Invoices shall include only those services rendered during the billing period;
- Invoices shall be billed at the rates, and in accordance with the Contract Line Item Numbers (CLIN), as listed in the Schedule of Items;
- Invoices shall be submitted through the **INVOICING PROCESSING PLATFORM (IPP)** which can be accessed at: <http://www.ipp.gov/index.htm>
- IPP Customer Support – 1 (866) 973 – 3131

10. CONTRACTORS PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS)

A. In accordance with FAR 42.1502 – Past performance evaluation shall be prepared at least annually and at the time the work under a contract or order is completed for each contract and/or order that exceeds the simplified acquisition threshold (SAT). This includes any contract and/or order that is below the SAT and is modified, which results in the contract exceeding the SAT.

- (a) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of Agriculture (USDA) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this

regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

- (b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.
- (c) We request that you furnish the CO with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than **30 days after award**. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.
- (d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <http://www.cpars.csd.disa.mil/>. The CPARS User Manual, registration for Online Training for Contractor Representatives, and a practice application may be found at this site.
- (e) Within 60 days after the end of a performance period, the CO will complete an interim or final past performance evaluation, and the report will be accessible at <http://www.cpars.csd.disa.mil/>. Contractor Representatives may then provide comments in response to the evaluation or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 – 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 60 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within 60 calendar days after receipt of the CPAR.
- (f) The following guidelines apply concerning your use of the past performance evaluation:
 - (1) Protect the evaluation as "source selection information." After review,

transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the CO for instructions.

- (2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.
- (3) Prohibit the use of or reference to evaluation data for advertising, promotional material, pre-award surveys, responsibility determinations, production readiness reviews, or other similar purposes.

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the CO no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 60-day review period.

(h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

B. Contractors must register at the following websites:

CPARS: <http://www.cpars.csd.disa.mil/> and PPIRS: <http://www.ppirs.gov/>

III. 11. QUALITY ASSURANCE SURVEILLANCE MATRIX:

A. In accordance with FAR 37.401, the Government will evaluate the quality of professional and administrative services provided, but retains no control over the medical, professional aspects of services rendered (e.g. professional judgments, diagnosis for specific medical treatment, etc.)

B. The Contractor will receive performance evaluations in accordance with the Quality Assurance Surveillance Plan for this requirement, which shall be provided to the Contractor by the CO. Performance evaluations will include assessment of the following:

Quality/Performance Standards	Acceptable Quality Level	Means of Measurements
Contractor will, in accordance with PRH, Program Instructions and Health and Wellness Program Technical Assistance Guide (TAG), maintain patient privacy as mandated by the HIPPA.	100%	Observation, communications with H HWD and COR, and review of documentation
Contractor will provide Medical Services weekly on established days of the week for the number of hours specified in the Schedule of Services	90%	Observation, review of documentation
Contractor will provide the Center HWD a current emergency contact number.	100%	Communications with HWD and COR, and review of documentation

Contractor will contact the HWD 24 hours in advanced for cancellation of services. For planned absences, the Contractor will coordinate with Center staff and the CO to provide an approved substitute, as well as a current emergency contact number.	100%	Communications with HWD, CO and COR, and review of documentation
Contractor will provide mandatory physical exams, recorded on the forms required by Job Corps.	100%	Communications with HWD and COR, and review of documentation
Contractor will provide a written diagnosis and treatment plan as part of a Chronic Care Management Plan for students with chronic conditions/ disabilities in an effort to maintain the condition in a status of stable.	100%	Communications with HWD and COR, and review of documentation
Contractor will provide proof of current professional license, professional liability and general liability insurance, and current DEA registration to the CO and HWD upon request.	100%	Review of documentation
Contractor will ensure that space, equipment, and supplies used by Contractor personnel are secured per Center guidelines.	100%	Review by HWD and COR

- C. This requirement is being procured as a Performance-Based Service Acquisition. Accordingly, the Contractor will receive performance evaluations at least annually. Performance evaluations will address, but are not limited to, analysis of the Quality/Performance Standards identified above.
- D. Failure to perform to the standards identified in the Quality Assurance Surveillance Matrix will result in a negative impact to the Contractor's performance evaluations. In addition, the use of the Quality Assurance Surveillance Matrix to evaluate Contractor performance in no way limits the Government's rights and remedies established under contract regarding the CO's discretion to pursue termination by convenience or default, to exercise (or not) contract options, to accept or reject services provided, etc.

SECTION E - SOLICITATION PROVISIONS

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):

Federal Acquisition Regulation (FAR) Provisions:

<https://www.acquisition.gov/browse/index/far> (FAR Provisions begin with 52)

Department of Agriculture Acquisition Regulation (AGAR) Provisions:

<https://www.acquisition.gov/agar> (AGAR Provisions begin with 452)

FAR and AGAR Deviations to provisions may be viewed at: [Policies & Regulations | USDA](#)

52.204-7 System for Award Management (OCT 2018)

52.204-16 Commercial and Government Entity Code Reporting (AUG 2020)

52.212-1 Instructions to Offerors – Commercial Products and Commercial Services (MAR 2023)

Addenda to provision 52.212-1:

Addenda to Provision 52.212-1 paragraph (b) Submission of Offers:

1) Offerors must have an active entity registration in the System for Award Management in order to submit an offer. <https://www.sam.gov/SAM/>

2) Offers submitted in response to this solicitation shall include a technical proposal, a price proposal, and contractor representations and certifications.

a) Technical Proposal – The technical proposal shall address the evaluation factors in 52.212-2. At a minimum technical proposal shall include:

i) Technical Capability

a. Key Personnel License: Primary care physician preferred – family medicine, pediatrics, or internal medicine. (Other licenses qualified in the State to provide Physician Services MAY be considered for award at the sole discretion of the Government and would require a waiver prior to providing services.)

b. Resume(s)

c. Medical liability insurance (\$1 mil per occurrence/3 mil aggregate)

d. Content in completed Quoter's Questionnaire.

ii) Past Performance – Quality of Services, customer satisfaction, and timeliness/responsiveness of contractor or key personnel as provided by

reference(s) provided by the Quoter. Government systems; such as, PPIRS, or formal performance evaluations provided by the contractor for recent and relevant past performance.

- b) Price Proposal – Include the following: 1) the completed, signed SF-1449, 2) acknowledgement of any amendments to this solicitation by following the instructions that accompany the amendment(s), and 3) the completed Schedule of Items contained in Section B of this solicitation.

- 3) Submit offer by email to Louis Lieb at Louis.Lieb@usda.gov so that it is delivered into this inbox by the due date and time. Emails should contain 3 separate attachments (Technical Proposal, Price Proposal, and Representations and Certifications) in Microsoft Word, Excel, or Adobe PDF format. Be aware that large attachments may increase the time required to deliver an email. It is the offerors responsibility to confirm receipt of the offer from Louis Lieb.
- 4) Address questions about this solicitation to Louis Lieb at Louis.Lieb@usda.gov.

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:

1. Technical Capability
2. Past Performance
3. Price

Technical and past performance, when combined, are more important than price.

(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.

52.217-5 Evaluation of Options. (July 1990)

Except when it is determined in accordance with FAR [17.206\(b\)](#) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

52.252-5 Authorized Deviations in Provisions (NOV2020)

- (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 Agriculture Acquisition Regulation (48 CFR Chapter 4) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

Solicitation in Advance of Funding:

Notice to Offeror(s)/Supplier(s): Funds are not presently available for this effort. No award will be made under this solicitation until funds are available. The Government reserves the right to cancel this solicitation, either before or after the closing date. In the event the Government cancels this solicitation, the Government has no obligation to reimburse an offeror for any costs.

52.209-7 Information Regarding Responsibility Matters (OCT 2018)

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

Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” 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 has does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

- (A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B)The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv)In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d)The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov>. See 52.204-7.

52.212-3 Offeror Representations and Certifications – Commercial Products and Commercial Services (DEC 2022) (DEVIATION DEC 2022) (DEVIATION NOV 2022) (Provision)

If Offeror Representations and Certifications are not complete in SAM the offeror shall submit a completed copy of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services, with your offer. The full provision is available from <http://www.acquisition.gov/far/>.

If Offeror Representations and Certifications are complete in SAM, the offeror shall complete the following:

(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 .

DEVIATION NOV 2022] Offerors that are representing as joint ventures should submit their socio-economic status in the space provided above until such time that SAM.gov has been updated to include the joint venture representations contained within provision 52.212-3 paragraph (c).

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.]