

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NUMBER

PAGE 1 OF

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE 04/26/2023
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7. FOR SOLICITATION INFORMATION CALL: 	a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/ LOCAL TIME
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9. ISSUED BY	CODE	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR:
		<input type="checkbox"/> XSMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS _____ <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM    NAICS: <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8 (A)    SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING
		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	

15. DELIVER TO	CODE	16. ADMINISTERED BY	CODE
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17a. CONTRACTOR/ OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE
TELEPHONE NO.		18b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input 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 type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	<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:
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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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED     INSPECTED     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

PARTIAL     FINAL

COMPLETE     PARTIAL     FINAL

38. S/R ACCOUNT NO.

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)

42c. DATE REC'D (*YY/MM/DD*)

42d. TOTAL CONTAINERS

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## 1. Listing of Incorporated Purchase Requisitions

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Incorporated Purchase Requisition Numbers:

## 2. Section B - Supplies or Services and Prices/Costs

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Clauses incorporated by reference

None

Clauses incorporated by full text

### BPA ORDERING INSTRUCTIONS AND PRICING SCHEDULE

BPA Ordering Instructions and Price Schedule for Services specified in the Performance Work Statement in Section C.

#### I. AUTHORITY

- A. This Blanket Purchase Agreement (BPA) is established under the authority of Subpart FAR 13.303, Blanket Purchase Agreements.
- B. The purpose of this BPA is to provide drug testing services for the BEP at the District Currency Facility (DCF) in Washington, DC. (NAICS) is 541380, Testing Laboratories. The size standard is \$19.0M.
- C. The contractor shall comply with all terms and conditions under this BPA and BPA Calls "hereafter referred to as Calls" issued against the BPA. The terms and conditions in this BPA apply to all Calls placed pursuant to it. In the event of inconsistency between the provisions of the BPA and Calls, the provisions of this BPA will take precedence.
- D. The BPA shall be reviewed by the Contracting Activity at least annually before the anniversary of each ordering period and revised as necessary to conform to the requirements of the Federal Acquisition Regulation and applicable supplements or statutory requirements.
- E. The BPA may be modified only by mutual agreement of the parties. Any change shall be effective only through written modification to this Agreement and not by individual orders issued hereunder. Modifications to this Agreement shall have no retroactive effect on orders previously issued.
- F. Government funds are obligated only to the extent that a duly issued order creates such obligation. In order to provide maximum flexibility for market conditions and other price-influencing factors which may vary from time to time, offerors will be required to submit unit prices for each of the anticipated 5-year duration of the BPA. Each order under the BPA shall be on a Firm-Fixed-Price (FFP) basis.

#### II. BLANKET PURCHASE AGREEMENT LINE-ITEM NUMBER STRUCTURE

- A. BPA Line-Item Numbers will be established on each Call placed against this BPA. All pricing shall be in accordance with pricing set forth in the agreement.
- B. The prices quoted under this BPA will undergo annual review by the Contracting Officer.

#### III. PRICE SCHEDULE

**Note:** Quantities depicted in the Price Schedule below are estimates only and will be used for evaluation purposes.

Item No.	Ordering Year 1 Price List Effective from: 1 October 2023 to 30 September 2024	Qty	Unit	Unit Price	Extended Price
0001	Pre-Employment Collections Normal Business Hours	200	E A		

0002	Worksite Collection Fee (Collection, Lab, Medical Review Officer (MRO))	900	E A		
0003	Non-Negative Test Management	5	E A		
0004	Litigation Package	5	E A		
	<b>TOTAL Ordering Year 1</b>				
	<b>Ordering Year 2</b> <b>Price List Effective from: 1 October 2024 to 30 September 2025</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Price</b>
1001	Pre-Employment Collections Normal Business Hours	200	E A		
1002	Worksite Collection Fee (Collection, Lab, Medical Review Officer (MRO))	900	E A		
1003	Non-Negative Test Management	5	E A		
1004	Litigation Package	5	E A		
	<b>TOTAL Ordering Year 2</b>				
	<b>Ordering Year 3</b> <b>Price List Effective from: 1 October 2025 to 30 September 2026</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Price</b>
2001	Pre-Employment Collections Normal Business Hours	200	EA		
2002	Worksite Collection Fee (Collection, Lab, Medical Review Officer (MRO))	900	EA		
2003	Non-Negative Test Management	5	EA		
2004	Litigation Package	5	EA		
	<b>TOTAL Ordering Year 3</b>				
	<b>Ordering Year 4</b> <b>Price List Effective from: 1 October 2026 to 30 September 2027</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Price</b>
3001	Pre-Employment Collections Normal Business Hours	200	EA		
3002	Worksite Collection Fee (Collection, Lab, Medical Review Officer (MRO))	900	EA		
3003	Non-Negative Test Management	5	EA		
3004	Litigation Package	5	EA		
	<b>TOTAL Ordering Year 4</b>				
	<b>Ordering Year 5</b> <b>Price List Effective from: 1 October 2027 to 30 September 2028</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Price</b>
4001	Pre-Employment Collections Normal Business Hours	200	EA		
4002	Worksite Collection Fee (Collection, Lab, Medical Review Officer (MRO))	900	EA		

4003	Non-Negative Test Management	5	EA		
4004	Litigation Package	5	EA		
	<b>TOTAL Ordering Year 5</b>				
<b>GRAND TOTAL</b>					

**IV. AWARDING CALLS UNDER THE BLANKET PURCHASE AGREEMENT**

A. BPA Call: The Government will reimburse the Contractor for services rendered. A Call is the contractual instrument issued by the Government to the Contractor to order work. The call is issued upon agreement between the Government and the Contractor on the performance, performance time, and the price for the services. An individual call will be fixed price. BPA Calls may be mailed, emailed, or faxed, whichever is more expeditious. The government reserves the right to issue BPA Call orders unilaterally.

Calls placed under this BPA shall contain the following information:

- Date of Call.
- BPA number and BPA Call number.
- Item number and scope of work.
- Delivery or performance date.
- Place of delivery or performance.
- Packaging, packing, and shipping instructions.
- Accounting and appropriation data.
- Any other pertinent information.

B. Modifications to Calls may be required due to increased scope of work or a decreased scope of work. Modifications are issued pursuant to specific standard clauses contained in the basic agreement. All Calls are subject to the terms and conditions of this BPA. In the event of conflict between a Call and this BPA, the BPA shall control.

C. This Blanket Purchase Agreement does not guarantee the contractor issuance of any Calls.

**V. DELIVERY TICKET**

A. All deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- Name of contractor
- BPA number
- Purchase number (call number)
- Date of purchase/call
- Itemized list of supplies or services furnished
- Quantity, unit price, and extension of each item, less applicable discounts
- Date of delivery or shipment.

**VI. INVOICES**

A summary invoice shall be submitted at least monthly or upon expiration of this BPA, whichever occurs first, for all deliveries made during a billing period, identifying the delivery tickets covered therein, stating their total dollar value, and supported by receipt copies of the delivery tickets.

**VII. ORDERING PERIOD**

The BPA shall have an ordering period of four (5) years or when the BPA ceiling is reached, whichever occurs first.

#### VIII. AUTHORIZED USERS

Warranted Government BEP Contracting Officers and designated Contracting Officer Representative are the only users to place calls under this BPA. ***This BPA is for BEP use only.***

#### IX. LIMITS

This BPA does not obligate any funds, and it does not authorize any work. The Government is under no obligation to the BPA holder to purchase any specified quantity or dollar value of services. The Government is obligated only to the extent of authorized calls made under the BPA. It is the responsibility of the individual ordering entities under the BPAs to ensure adequate funds are available. Individual call orders shall not exceed \$15,000.00 under this BPA.

#### X. CANCELLATION

This BPA may be unilaterally cancelled by the Contracting Officer if the BPA holder fails to perform in accordance with the terms and conditions of this BPA, any Call established under this BPA, or if deemed in the best interest of the Government.

#### XI. NOTIFICATION REGARDING ADMINISTRATIVE OR OTHER ISSUES

If at any time during the performance of this BPA, administrative or other issues should arise which will have an adverse impact on timely performance by the BPA Holder or affect the costs or funding, the BPA Holder is required to immediately notify the Contracting Officer identified in this BPA. This notification shall be in writing.

#### XII. BPA TERMS AND CONDITIONS FLOWDOWN

The BPA Holder shall execute binding agreements with its subcontractors, if any, which, as a minimum, establish that:

- BPA Terms and Conditions specified are applicable to all efforts ordered under this BPA.
- If additional clauses are needed, they will be included in the individual Calls.

[END OF SECTION]

### 3. Section C - Description/Specifications/Work Statement

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Clauses incorporated by reference

None

Clauses incorporated by full text

Performance Work Statement (PWS)

**PERFORMANCE WORK STATEMENT (PWS)**

**Drug-Free Federal Workplace Program**

PART 1  
GENERAL INFORMATION

1. General: This is a non-personal services Blanket Purchase Agreement (BPA) to provide drug testing services for the Bureau of Engraving and Printing (BEP) at the District Currency Facility (DCF). The Government will not exercise any supervision or control over the BPA service providers performing the services herein. Such BPA service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1 Description of Services/Introduction: The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform Drug testing services as defined in this Performance Work Statement except for those items specified as government furnished property and services. The Contractor shall perform to the standards in this BPA.

1.2 Background: On September 15, 1986; President Reagan signed Executive Order (E.O.) 12564, establishing the goal of a Drug-Free Federal Workplace. The Order made it a condition of employment for all Federal employees to refrain from using illegal drugs on or off duty. In a letter to all executive branch employees dated October 4, 1986; the President reiterated his goal of ensuring a safe and drug-free workplace for all Federal workers.

1.3 Objectives: The specific objective of this BPA is to coordinate the collection of specimens required to carry out the BEP's Drug-Free Federal Workplace Program required under E.O.12564. Such coordination will be in compliance with the scientific and technical guidelines issued by Department of Health and Human Services (DHHS) and the Office of Personnel Management for Drug-Free Federal Workplace Programs.

1.4 Scope: E.O. 12564 and Public Law 100-71 prohibit any unauthorized use of controlled substances. Drug testing is conducted by analyzing the applicant's/employee's urine specimen. The analysis is performed at laboratories certified and monitored by DHHS. A list of DHHS approved laboratories is published monthly in the Federal Register. Specimens are analyzed for the following: Marijuana, Cocaine, Amphetamines, Opioids, Phencyclidine, and other substances identified by DHHS or other legal entities in the future.

1.4.1 BEP employs approximately 1,300 employees. Random drug-testing requirements extend to the approximately 900 employees who occupy positions designated as testing designated positions. BEP has a seven (7) day-a-week, 24 hour-a-day operation. Version 01/21/2016 Drug-testing provisions must accommodate this operational environment. In order to minimize time away from work, BEP will provide a drug-testing facility for employee collections at each of its two work sites. BEP also conducts testing for approximately 200 internal and external applicants/hires annually. Pre-employment testing for these individuals needs to be conducted at clinics near (generally within a 25-mile radius) applicants home or business address.

1.5 Period of Performance: The period of performance shall be for one 12-month base year and and four (4) 12-month ordering periods. The Period of Performance reads as follows:

Base Year	1 October 2023 ? 30 September 2024
Ordering Period I	1 October 2024 ? 30 September 2025
Ordering Period II	1 October 2025 ? 30 September 2026
Ordering Period III	1 October 2026 ? 30 September 2027
Ordering Period IV	1 October 2027 ? 30 September 2028

1.6 General Information

1.6.1 Quality Control Quality Control is the responsibility of the Contractor. The Contractor is responsible for the delivery of quality services/supplies to the Government.

The Contractor shall develop, implement and maintain an effective Quality Control System which includes a written Quality Control Plan (QCP). The QCP shall implement standardized procedure/methodology for monitoring and documenting BPA performance to ensure all BPA requirements are met. The Contractors' QCP must contain a systematic approach to monitor operations to ensure acceptable services/products are provided to the Government. The QCP, as a minimum, shall address continuous process improvement; procedures for scheduling, conducting and documentation of inspection; discrepancy identification and correction; corrective action procedures to include procedures for addressing Government discovered non-conformances; procedures for root cause analysis to identify the root cause and root cause corrective action to prevent re-occurrence of discrepancies; procedures for trend analysis; procedures for collecting and addressing customer feedback/complaints. The Contractor shall upon request provide to the Government their quality control documentation. The plan will be submitted to the Contracting Officer (CO) and COR within 30 days after BPA award electronically and three (3) copies of a comprehensive written QCP

shall be submitted to the CO and COR within five (5) working days when changes are made thereafter.] After acceptance of the quality control plan the Contractor shall receive the CO acceptance in writing of any proposed change to their QC system.

- 1.6.2 Quality Assurance: The government will evaluate the Contractor's performance under this BPA in accordance with the Quality Assurance Surveillance Plan. This plan is a Government only document primarily focused on what the Government must do to assure that the Contractor has performed in accordance with the requirements of the BPA.
- 1.6.1.2 The Contractor shall upon request provide to the Government their quality control documentation. The Contractor shall submit Quality Control (QC) specimens to the contract lab in accordance with ratios specified by the DHHS Guidelines. QC Version 01/21/2016 specimens will be purchased and repackaged to resemble BEP samples. The Contractor shall report the results to the Designated Employer Representative (DER)/CO Representative (COR) monthly.
- 1.6.3 Federal Government Holidays: The Contractor shall be required to perform services on all the following Federal holidays.
- |                                   |                          |
|-----------------------------------|--------------------------|
| New Years Day                     | 1st day of January       |
| Martin Luther King Jr.'s Birthday | 3rd Monday of January    |
| Presidents Day                    | 3rd Monday of February   |
| Memorial Day                      | Last Monday of May       |
| Juneteenth Day                    | 19th day of June         |
| Independence Day                  | 4th day of July          |
| Labor Day                         | 1st Monday of September  |
| Columbus Day                      | 2nd Monday of October    |
| Veterans Day                      | 11th day of November     |
| Thanksgiving Day                  | 4th Thursday of November |
| Christmas Day                     | 25th day of December     |
- 1.6.4 Hours of Operation: The Contractor is responsible for conducting business 24-hours a day seven (7) days a week. The majority of collections will be obtained between 6:00 am and 7:00 pm Monday ? Friday.
- 1.6.5 Place of Performance: The work to be performed under this BPA will be performed at 14th and C Street SW Washington, DC 20028.
- 1.6.5.1 The Contractor shall use collection facilities located within a 25-mile radius of the individual's home or business address for applicant testing and other testing when necessary. However, if unable to locate an acceptable collection site, the Contractor shall make arrangements to travel to a site mutually agreed upon by both parties. In the event that a drug test must occur outside of normal working hours, the Contractor shall provide an emergency number for DER to use
- 1.6.6 Type of Contract: The government will award a Firm Fixed Price (FFP) Blanket Purchase Agreement (BPA).
- 1.6.7 Security Requirements: Contractor personnel (to include subcontractors) performing work under this BPA shall maintain the level of security required for the life of the BPA.
- 1.6.7.1 The Government reserves the right to require a high risk, public trust background investigation of any BPA or employee assigned to perform services if deemed appropriate by BEP.
- 1.6.7.2 BEP will assume the cost of the background investigation. The Contractor shall be responsible for ensuring that all information and medical records are maintained in a strictly confidential manner and are stored in locked fireproof filing cabinets, or in a secured room that is not accessible to the general public or visitors. All records are subject to the Privacy Act 5 U.S.C. 552a and will be maintained and used with the highest regard for applicant and employee privacy.
- 1.6.7.3 Physical Security: The Contractor shall be responsible for safeguarding all government equipment, information and property provided for Contractor use under this BPA. This BPA requires access into the Controlled Industrial Area of the BEP. The Contractor personnel shall recognize that BEP deals with sensitive information and other proprietary information, which are valuable, special, and unique assets. All information pertinent to BEP's information technology resources is highly sensitive and may not be released to third parties without the express, written consent of BEP. This information requires strict control procedures to preclude unauthorized disclosure or dissemination. Information pertinent to personnel is protected from unauthorized disclosure under the provisions of the Privacy Act of 1974 (5 U.S.C. 552a). Contractor personnel shall not divulge, disclose, or

communicate in any manner, any information to any third party without prior written consent of the BEP. Contractor personnel shall protect information and treat it as strictly confidential and will abide by the security requirements of BEP. A violation of this paragraph shall be a material violation of this BPA. Should the Contractor receive or suspect they have learned of sensitive or classified information, the Contractor shall identify and report suspicions to the COR. Contractor personnel performing work under this BPA shall be subjects of background investigations, conducted by BEP's Office of Personnel Security, prior to start of work under this BPA contractor employee performing under this BPA must successfully complete the Government required background check form at time of the proposal submission, and must maintain the level of security required for the life of the BPA.

- 1.6.7.4 Key Control: Not applicable
- 1.6.8 Special Qualifications: The Contractor shall ensure that collector, Laboratory and Medical Review Officer (MRO) are duly certified according to the DHHS, Substance Abuse and Mental Health Services Administration (SAMHSA), Mandatory Guidelines for Federal Workplace Drug Testing Programs and that any other sub-contracts to implement this BPA conform to the technical specifications of the Mandatory Guidelines.
- 1.6.9 Post Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any post award conference convened by the contracting activity or BPA administration office in accordance with Federal Acquisition Regulation Subpart 42.5, Post Award Orientation. The CO, COR, and other Government personnel, as appropriate, may meet periodically with the Contractor to review the Contractor's performance. At these meetings the CO will apprise the Contractor of how the government views the Contractor's performance and the Contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.
- 1.6.10 Contracting Officer Representative (COR): The COR will be identified by separate letter by the CO. The COR monitors all technical aspects of the BPA and assists in PBA administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the BPA; perform inspections necessary in connection with BPA performance; maintain written and oral communications with the Contractor concerning technical aspects of the ; issue written interpretations of technical requirements, including Government drawings, designs, and specifications; monitor Contractor's performance and notify both the CO and Contractor of any deficiencies; coordinate availability of government furnished property; and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.
- 1.6.11 Key Personnel: The follow personnel are considered key personnel by the government: Contract Manger/Alternate Contract Manage and MRO. The Contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the Contractor when the manager is absent shall be designated in writing to the CO. The contract manager or alternate shall have full authority to act for the Contractor on all BPA matters relating to daily operation of this BPA. The contract manager or alternate shall be available between 6:00 am to 6:00 pm, Monday thru Friday. IN the event the BEP Designated Employer Representative needs to schedule an emergaeney test outside of normal working hours, the Contractor shall provide an emergency phone number.
- 1.6.12 Identification of Contractor Employees: All contract personnel (to include subcontractors) attending meetings, answering Government telephones, and working in other situations where their Contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by Contractors are suitably marked as Contractor products or that Contractor participation is appropriately disclosed. All Contractor personnel shall clearly identify themselves as a Contractor and shall be required to wear identification (ID) badges in a visible location on the front of exterior clothing, above the waist, (except when safety or health reasons prevent such placement). ID badges shall be worn at all times when performing work. ID badges shall have an identification picture, and shall state the name of the individual and the company they represent. A listing of issued identification cards shall be furnished to the CO prior to the BPA performance date and updated as needed to reflect Contractor and Subcontractor personnel changes. Contractor personnel are prohibited from possessing weapons, firearms or ammunition, on themselves or within their Contractor-owned or privately owned vehicle while on BEP premises.
- 1.6.13 Supervision of Contractor Employees: The Government will not exercise any supervision or control over Contractor or subcontractor employees while performing work under the BPA. Such employees shall be accountable solely to the Contractor, not the Government. The Contractor, in turn, shall be accountable to the

Government for Contractor or subcontractor employees.

- 1.6.14 Contractor Travel: Not applicable.
- 1.6.15 Other Direct Costs: Not applicable.
- 1.6.16 Data Rights: Not applicable
- 1.6.17 Organizational Conflict of Interest: Contractor and subcontractor personnel performing work under this BPA may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the CO immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the CO to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the CO and in the event the CO unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the CO may affect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

## PART 2 DEFINITIONS & ACRONYMS

### **2. DEFINITIONS AND ACRONYMS:**

#### **2.1 DEFINITIONS:**

- 2.1.1 **CONTRACT SPECIALIST.** The official Government representative delegated authority by the CO to administer a contract/BPA. This individual is normally a member of the appropriate Contracting/Procurement career field and advises on all technical contractual matters.
- 2.1.2 **CONTRACTOR.** A supplier or vendor awarded a contract/BPA to provide specific supplies or services to the government. The term used in this BPA refers to the prime.
- 2.1.3 **CONTRACTING OFFICER.** A person with authority to enter into, administer, and/or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.
- 2.1.4 **CONTRACTING OFFICER'S REPRESENTATIVE (COR).** An employee of the U.S. Government appointed by the CO to administer the BPA. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the BPA, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the BPA.
- 2.1.5 **DEFECTIVE SERVICE.** A service output that does not meet the standard of performance associated with the Performance Work Statement.
- 2.1.6 **DELIVERABLE.** Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.
- 2.1.7 **2.1.7. Government-Furnished Property (GFP) or Government Property (GP).** Property in the possession of, or directly acquired by, the Government and subsequently made available to the Contractor.
- 2.1.8 **KEY PERSONNEL.** Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a BPA by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.
- 2.1.9 **PHYSICAL SECURITY.** Actions that prevent the loss or damage of Government property.
- 2.1.10 **QUALITY ASSURANCE.** The government procedures to verify that services being performed by the Contractor are acceptable in accordance with established standards and requirements of this BPA.
- 2.1.11 **QUALITY ASSURANCE SPECIALIST.** An official Government representative concerned with matters pertaining to the BPA administration process and quality assurance/quality control. Acts as technical advisor to the CO in these areas.

- 2.1.12 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP). An organized written document specifying the surveillance methodology to be used for surveillance of Contractor performance.
- 2.1.13 QUALITY CONTROL. All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet BPA requirements.
- 2.1.14 SUBCONTRACTOR. One that enters into a contract with a prime Contractor. The Government does not have privity of contract with the subcontractor.
- 2.1.15 WORK DAY. The number of hours per day the Contractor provides services in accordance with this BPA.
- 2.1.16 WORK WEEK. Monday through Friday, except for Federal holidays unless specified otherwise.

2.2. ACRONYMS:

ACOR	Alternate Contracting Officer's Representative
BEP	Bureau of Engraving and Printing
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
COTS	Commercial-Off-the-Shelf
DER	Designated Employee Representative
FAR	Federal Acquisition Regulation
HIPAA	Health Insurance Portability and Accountability Act of 1996
CO	Contracting Officer
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
MRO	Medical Review Officer
PIPO	Phase In/Phase Out
POC	Point of Contact
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Plan
TE	Technical Exhibit

PART 3

GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

**3. GOVERNMENT FURNISHED ITEMS AND SERVICES:**

- 3.1 Services: The Government will assume the cost of the background investigations for Contractors and subcontractors.
- 3.2 Facilities: The Government will provide workspace for the Contractor/subcontractor collector to provide the support outlined in the PWS to include desk space, telephones, and other office supplies (Does not include drug testing supplies).
- 3.3 Equipment: The Government will provide all office equipment needed for drug testing.
- 3.4 Materials: The Government will provide Standard Operating Procedures and Policies for drug testings onsite.

PART 4  
CONTRACTOR FURNISHED ITEMS AND SERVICES

4. **CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:**

- 4.1 General: The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this BPA that are not listed under Section 3 of this PWS.
- 4.2 Materials: The Contractor shall furnish Pre-Employment Applicants with Standard Operating Procedures for drug testing and ensure offsite testing facilities have necessary paperwork and supplies to conduct drug testing.
- 4.3 Equipment: The Contractor shall ensure offsite testing facilities have the equipment to process electronic Custody Control Forms (eCCF).

PART 5  
SPECIFIC TASKS

5. **Specific Tasks:**

- 5.1 Basic Services. The Contractor shall provide services for drug testing.
- 5.2 The Contractor shall provide the following services to BEP under this BPA. Individuals may be selected for testing in the following categories:
  - Pre-employment
  - Random
  - Voluntary
  - Reasonable Suspicion
  - Follow-up
  - Accident or Unsafe Practice
- 5.3 Requirements
  - 5.3.1 Collections shall be conducted by the Contractor at approved locations throughout the continental U.S., and its territories.
  - 5.3.2 The Contractor shall coordinate, on behalf of BEP, drug-testing services as necessary for the collection, shipping, analysis of urine specimens, and for the medical review of laboratory results. Such coordination will occur within the requirements specified by DHHS, and will include strict procedures to govern the chain-of-custody of specimens.
  - 5.3.3 The Contractor shall provide all personnel, supplies, storage and shipping for the collection of urine specimens from BEP applicants and employees. Pre-employment testing may occur in virtually every major metropolitan area in the continental U.S., as well as smaller cities and some U.S. Territories.
  - 5.3.4 The Contractor shall notify BEP within 48-hours of the results of the test. The reported results will be available to the DER/COR electronically.
- 5.4 Scheduling Specific to Collection
  - 5.4 DER will coordinate, with the Contractor, the collection of samples for the random testing of its employees, applicants, and the other categories specified in 5.2.
  - 5.4.1 The following timeframes will apply:
    - 5.4.1.1 Pre-employment testing: DER/COR will contact Contractor to schedule testing for applicants. Testing will be scheduled within 24-hours of the notification. Applicant must test within 48-hours after verbal conversation with Contractor.

5.4.1.2. Random testing: The DER/COR will schedule employees for random drug testing. Contractor will be notified within 24-hours of the test date, time and location.

5.4.1.3 Voluntary: Contractor will be notified within 24-hours of the test date, time and location.

5.4.1.4 Reasonable suspicion testing: Testing will be conducted within two (2) hours of notification under Direct Observation.

5.4.1.5 Follow-up testing: Scheduling will be accomplished within twenty-four (24) hours of notification under Direct Observation.

5.4.1.6 Accident or Unsafe Practice testing: Testing will be conducted within two (2) hours of notification under Direct Observation.

5.4.1.7 Re-scheduling: The Contractor shall re-schedule all applicants. The DER/COR will contact the Contractor to reschedule all other types of testing. Scheduling will be accomplished within 24-hour unless directed by MRO to test prior to 24-hours.

## 5.5 Specimen Collection Sites, Site Specifications, and Collection Notices:

5.5.1 The Contractor shall utilize only those collection sites which satisfy requirements of DHHS specified in the Urine Specimen Handbook for Drug Free Workplace Programs.

5.5.2. The Contractor shall not utilize specimen collection sites not situated within a utilize specimen collection sites not situated within a 25 mile radius of an individuals home or business address without the prior approval of the DER/COR. The Contractor shall utilize only those sites having qualified collectors.

5.5.3 The Contractor shall notify the DER/COR within two (2) hour if an individual reports for collection without the proper identification or if an individual fails to appear at the authorized time.

5.5.4 The Contractor shall utilize only those collection sites which are equipped to appropriately secure and temporarily store, under refrigeration, collected specimens.

5.5.5 The Contractor shall contact the DER/COR to obtain specific instructions and/or authorization, if the applicant/employee is unable to provide a specimen of 45 ml (shy bladder). Split specimens will be used to collect the minimum 45 ml volume of urine required for analysis.

5.5.6 The Contractor shall use only those Contractors which have an active and documented collector training program (initial and recurring).

5.5.7 The collection site will notify the DER/COR prior to a direct observation collection to receive verbal authorization. When approved, a same sex collector will directly observe the collection.

## 5.6 Collection Control Requirements (Affidavit):

5.6.1 The Contractor shall, in conjunction with collectors, ensure that urine specimens taken from individuals are properly identified, collected in strict accordance with chain-of-custody procedures, and appropriately controlled by the collector in accordance with the scientific and technical guidelines established by the DHHS.

5.6.2 Upon being notified by the COR/DER of drug collection problems, due to failure to comply with the PWS the Contractor shall research the problem(s) and report to the COR/DER, in writing, the corrective actions taken within 24-hours after the notification.

## 5.7 Analysis:

5.7.1 Specimens will be analyzed by a government approved diagnostic information service company that can process eCCF.

5.7.2 Any problems with the receipt of the specimen at the laboratory (insufficient urine, leakage, damage to the shipping container, paperwork problems with the chain-of-custody form, etc.) will be brought to the attention of the DER by the Contractor within 24-hours.

#### 5.8 Medical Review Officer (MRO):

5.8.1 The Contractor shall provide medical review of laboratory results. The Contractor shall ensure the MRO is a licensed physician (Doctor of Medicine or Osteopathy) and trained on the DHHS, SAMHSA, Center for Substance Abuse Prevention, and MRO Manual for Federal Agency Workplace Drug Testing Programs. The MRO shall have knowledge about and clinical experience in controlled substance abuse disorders, detailed knowledge of alternative medical explanations for laboratory positive drug test results, knowledge about issues relating to adulterated and substituted specimens, and knowledge about possible medical causes for specimens reported as having an invalid result.

5.8.2 The Contractor shall ensure the MRO is not an employee or agent of, and has no financial interest in, the laboratory for which the MRO is reviewing drug test results. The MRO shall not derive any financial benefit by having an agency use a specific drug laboratory or have an agreement with the laboratory that may be construed as a potential conflict of interest.

#### 5.9 Reporting

5.9.1 The Contractor shall provide the DER/COR results, and statistical summary reports on all collections containing specific details on employees tested using an electronic drug test tracking system. The Contractor shall provide the BEP with summary reports on all collections containing specific details on employees tested, type of test conducted, specimen ID, full SSN, site location, and costs incurred no later than the 10th of each month following the month during which there was a site collection conducted. Invoices must be submitted in chronological order of date tested and specimen ID number.

5.9.2 In the event of a positive drug test result. The Contractor shall produce a lab report and submit the report to the DER/COR within 14 days after occurrence.

#### 5.10 Disposition of Results:

5.10.1 All test results will be furnished by the Contractor directly to the DER/COR within 48-hours after testing is conducted.

5.10.2 The Contractor shall provide the DER/COR with a user name and password and provide access to the Contractor's electronic reporting system to retrieve all drug test results.

5.10.3 The Contractor shall ensure the DER/COR receives the employee Chain of Custody Form (CCF) /eCCF when testing is conducted offsite within 48-hours after testing is completed.

5.10.4 BEP's CCF/eCCF form will be revised by the Contractor to reflect the DER and the Contractor's MRO.

5.10.5 The Contractor shall immediately contact the DER/COR verbally in the event there are any positive, adulterated, substituted, invalid, or cancelled drug test results. This notification will be followed up by fax or email. BEP will take appropriate action to handle and retain these results.

#### 5.11 Accessibility of Electronic and Information Technology:

5.11.1 Each Electronic and Information Technology (EIT) product or service furnished under this agreement will comply with the Electronic and Information Technology Accessibility Standards (36 CFR 1194), which implements

section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d).

#### 5.12 Litigation Package

5.12.1 Upon positive test results, the Contractor shall immediately email a CCF of the specimen with detailed notes to the DER/COR.

### PART 6 APPLICABLE PUBLICATIONS

#### **6. APPLICABLE PUBLICATIONS (CURRENT EDITIONS)**

6.1 The Contractor (to include subcontractors) must abide by all applicable regulations, publications, manuals, and local policies and procedures.

6.1.1 Executive Order 12564:

6.1.2 Public Law 100-71;

6.1.3 Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Mandatory Guidelines for Federal Workplace Drug Testing Programs;

6.1.4 Collection Site Manual for the Collection of Urine Specimens for Federal Agency Workplace Drug Testing Programs Effective October 1, 2017 (revised January 2022);

6.1.5 Collection Site Checklist for the Collection of Urine Specimens for Federal Agency Workplace Drug Testing Programs Effective October 1, 2017; and

6.1.6 Medical Review Officer Manual for Federal Agency Workplace Drug Testing Programs Effective January 2, 2020

6.1.7 Environment, Health & Safety: Contracted services must be performed in a manner consistent with the following Bureau of Engraving and Printing's (BEP) EMS document: EHS Contractor Requirements for DCF (75D-07.0-04) . The applicable contents of the documents must be adhered to. The BEP will furnish the documents as part of the BPA.

PART 7 ? TECHNICAL EXHIBIT LISING

Technical Exhibit List:

Technical Exhibit 1 ? Performance Requirements Summary

Technical Exhibit 2 ? Deliverables Schedule

**TECHNICAL EXHIBIT 1 - PERFORMANCE REQUIREMENTS SUMMARY**

The Contractor tasks requirements summarizes the performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of work required for each requirement. These thresholds are critical to mission success.

Performance Objective	Performance Standard	Performance Threshold	Incentives (Positive or Negative)
The Contractor shall notify BEP of the test results IAW 5.3.4 of the PWS	Within two (2) working days the Contractor shall notify the DER/COR of the collections analyzed.	100%	Positive or negative assessment in CPARS
The Contractor shall perform all testing timely IAW 5.4.1 of PWS	The Contractor will ensure pre-employment testing, random testing, voluntary testing, follow up testing, and re-scheduling is scheduled within 24-hours after government notification is received. The Contractor will ensure reasonable suspicion testing, and accident or unsafe practice testing is scheduled within two (2) hours after government notification is received.	100%	Positive or negative assessment in CPARS
The Contractor shall use specimen collection sites IAW PWS 5.5	The Contractor shall only utilize collection sites that are in compliance with Department of Health and Human Services Urine Specimen Handbook for Drug Free Workplace Programs.	100%	Positive or negative assessment in CPARS
The Contractor will notify the government of individual with improper identification or individual's that fail to appear IAW PWS 5.5.3	The Contractor shall notify the DER with two (2) hours if a BEP employee reports for collection without proper identification or fails to appear at the authorized time.	100%	Positive or negative assessment in CPARS

TECHNICAL EXHIBIT 2 ? DELIVERABLES

This Technical exhibit lists any reports or documentation that is required as deliverable to include the frequency, # of copies, medium/format and who/where it is to be submitted. A deliverable is anything that can be physically delivered but may include non-physical things such as meeting minutes. Note: All PWS deliverables should be included in this exhibit.

Deliverable	Frequency	# of Copies	Medium/Format	Submit to
Quality Control Plan	30 days after BPA award	One (1)	PDF/ Word/Email	CO & COR

Deliverable	Frequency	# of Copies	Medium/Format	Submit to
IAW PWS Para 1.6.1				
Affidavit researching the issue with corrective actions regarding drug collection problems IAW PAW Para 5.6.2	Within 24-hours of	One (1)	PDF/Word	COR/DER
Collection Summary Report IAW PWS Para 5.9.1	10th of each month	One (1)	PDF/Word	COR/DER
Positive Drug Test Lab Report IAW PWS Para 5.9.2	14th day after occurrence	One (1)	PDF/Word	COR/DER
Chain of Custody Form (CCF) /electronic Custody and Control Form (eCCF) IAW PWS Para 5.10.3	48 hours after testing is complete	One (1)	PDF/Word/ Email	COR/DER
Positive, adulterated, substituted, invalid, or cancelled drug test results IAW PWS Para 5.10.5	Immediately	One (1)	Fax or Email	COR/DER
Upon positive test results, provide CCF of the specimen with detailed notes IAW PWS Para 5.12.1	Immediately	One (1)	PDF/Word/Email	DER/COR

Version 01/24/2018

#### 4. Section D - Packaging and Marking

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None

Clauses incorporated by reference

None

Clauses incorporated by full text

None

#### 5. Section E - Inspection and Acceptance Terms

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None

Clauses incorporated by reference

Article Number	Reference Text
52.246-1	52.246-1 Contractor Inspection Requirements (APR 1984)

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Clauses incorporated by full text

None

## 6. Section F - Delivery or Performance

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None

Clauses incorporated by reference

None

Clauses incorporated by full text

None

## 7. Section G - Contract Administration Data

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<b>Requesting Office Address</b>	
BEP-SECURITY Bureau of Engraving and Printing Office of Security 301 14th Street SW Washington DC 20228-0001 Phone: (202) 874-2424 Contact Details: Williams, Tawanda M. Tawanda.Williams@bep.gov	
Fax:	

<b>COR Office Address</b>	
BEP-SECURITY Bureau of Engraving and Printing Office of Security 301 14th Street SW Washington DC 20228-0001 Phone: (202) 874-2369 Contact Details: Wright, Rachelle Jawan Rachelle.Wright@bep.gov	
Fax:	

<b>Issuing Office Address</b>	
BEP-ACQUISITION Bureau of Engraving and Printing Office of Acquisition 301 14th Street SW Washington DC 20228-0001 Phone: (202) 874-1691 Contact Details: Vaughn, Joyce Althea Joyce.Vaughn@bep.gov	
Fax:	

Clauses incorporated by reference

None

Clauses incorporated by full text

None

## **8. Section H - Special Contract Requirements**

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Clauses incorporated by reference

None

Clauses incorporated by full text

SPECIAL BPA REQUIREMENTS

### **H.1 TYPE OF CONTRACT**

This is a firm fixed price Blanket Purchase Agreement (BPA) for services.

### **H.2 INTERPRETATION OF CONTRACT REQUIREMENTS**

No interpretation of any provision of this BPA, including applicable specification or attachments, shall be binding on the Government unless furnished or agreed to in writing by the CO.

### **H.3 NON-DISCLOSURE OF CONFIDENTIAL INFORMATION & DATA**

During the period of performance of the BPA, the Contractor might gain access to confidential and Non Public information and data, which is the sole property of BEP, as well as proprietary information and data, which is the sole property of entities other than the contracting parties. The Contractor agrees to maintain the confidentiality of all such information and data and shall not disclose any information and data, interpretations of, and/or derivatives of, such information and data to any unauthorized party without the express written approval of the CO, or of the party in which title is wholly vested. The Contractor hereby agrees to include this clause in all subcontracts or consulting agreements relating to work under this BPA. The Contractor shall be required to sign a nondisclosure agreement from BEP which will apply to all personnel working under this BPA.

### **H.4 CONFIDENTIALITY OF INFORMATION**

The Contractor agrees that all information provided by representatives of BEP, either before or after BPA award, concerning the production and processes of this award is nonpublic. Such information will be shared only with employees or agents of the company having a need to know, and will not be disclosed to other persons without the written consent of the CO.

### **H.5 NOTICE TO THE GOVERNMENT OF DELAYS**

If the Contractor encounters difficulty in meeting the performance requirements, or when the Contractor anticipates difficulty in complying with the BPA or Call Order delivery schedule or date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delays the timely performance of this BPA, the Contractor shall immediately notify the CO and COR, in writing, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government or any delivery schedule or

date or any rights or remedies provided by law or under this BPA.

## H.6 SECURITY REQUIREMENTS

BEP's facilities are considered to be secure government facilities; therefore visitors to BEP may be given a visitor's security badge by security personnel and escorted by Government authorized personnel. Visitor security badges shall be worn above the waist, clearly visible, with picture or front side front forward at all times. Visitor security badges are to be returned upon leaving the site.

## H.7 SECURITY CLEARANCE OF CONTRACTOR'S EMPLOYEES

Contractor Access and Background Clearance. The bureau has been delegated authority from Office of Personnel Management (OPM) to conduct background investigations and to make suitability determinations for employment and facility access per 5 CFR 731. As identified by the Bureau, Contractor and subcontractor employees shall be subjects of background investigations, conducted by the BEP Office of Personnel Security, before assignment to performance of the work or **before facility access is granted.**

The COR shall provide the Contractor with the document Contractor Request for Investigation on e-QIP within three (3) calendar days after BPA award.

After receipt of the above form, the Contractor shall ensure that all contractor employees and subcontractor employees complete the e-QIP application within the time allotted. Only contractor employees and subcontractor employees identified in the contractor's proposals as direct labor requiring facility access to the BEP on a regular basis will be processed for agency access clearances and subsequently be provided authorized access to the Bureau if the agency access clearance is favorably completed. Upon notice by the COR that the Internet database known as "e-QIP" has been initiated for their employees, the contractor's employees will have *fourteen (14) calendar days* to access the "e-Qip" database, or the access will be cancelled. If the online questionnaire is not completed within the fourteen (14) calendar days, the system will automatically delete the employee's name from the database. The Contractor is responsible for ensuring that their employees successfully complete the e-QIP on-line questionnaire in a timely manner. Once the e-Quip Application has been successfully completed the COR will notify the contractor that the employee has been accepted and he can come in and be fingerprinted. At that time the additional forms listed will be issued to the contractor that will need by the employee to be completed and submitted at the time the employee arrives to be fingerprinted, which is the final process needed to start the Security Clearance process.

1. Form 306, Declaration for Federal Employment.
2. Criminal Records Release
3. Disclosure and Authorization
4. HSPD-12, Homeland Security Presidential Directive 12. Once all documents have been completed, the Contractor shall coordinate with the COR to schedule a time for all contractor and subcontractor employees to be fingerprinted at the BEP.

The Bureau reserves the right to deny access to its facilities if the contractor or subcontractor employee is deemed unsuitable, based upon adjudicative guidelines established in 5 CFR 731& 732, Executive Orders 10450 and 12968, and BEP policies and directives. **Failure to submit the required security information or to truthfully answer all questions contained in security questionnaires and forms may constitute grounds for denial of agency access clearance.**

**Please note that if an individual or individuals, who have been approved by e-QIP, do not come in within fourteen (14) calendar days to be fingerprinted, that individual or individuals paper work is purged from the system, and the individual will have to apply for and complete a new e-QIP application before any additional action can be taken in the security application process.**

**Effective immediately, the Bureau will only provide escorts for only those individuals, who have completed**

**the e-QIP requirement and have been fingerprinted. These individuals will be allowed on site while their paper work is being reviewed by OPM and the BEP Office of Personnel Security Division.**

#### **H.8 ORGANIZATIONAL CONFLICTS OF INTEREST**

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest (OCI), as defined in FAR 9.5, Organizational and Consultants Conflicts of Interest, or that the Contractor has disclosed all such relevant information.

(b) The Contractor agrees that if an actual or potential OCI is discovered after award, the Contractor shall make a full disclosure in writing to the Contracting Officer. This disclosure must include a description of actions, which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

(c) The Contracting Officer may terminate this BPA for convenience, in whole or in part, if it deems such termination necessary to avoid an OCI. If the Contractor was aware of a potential OCI prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Office, the Government may terminate the BPA for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this BPA.

(d) The Contractor must include this clause in all subcontracts and in lower tier subcontracts unless a waiver is requested from, and granted by, the Contracting Officer.

(e) In the event that a requirement changes in such a way as to create a potential conflict of interest for the Contractor, the Contractor must:

(1) Notify the Contracting Officer of a potential conflict, and;

(2) Recommend to the Government an alternate approach which would avoid the potential conflict, or

(3) Present for approval a conflict of interest mitigation plan that will:

(i) Describe in detail the changed requirement that creates the potential conflict of interest; and

(ii) Outline in detail the actions to be taken by the Contractor or the Government in the performance of the task to mitigate the conflict, division of subcontractor effort, and limited access to information, or other acceptable means.

(4) The Contractor must not commence work on a changed requirement related to a potential conflict of interest until specifically notified by the Contracting Officer to proceed.

(5) If the Contracting Officer determines that it is in the best interest of the Government to proceed with work, notwithstanding a conflict of interest, a request for waiver must be submitted in accordance with FAR 9.503.

#### **H.9 DISCLOSURE OF CONFLICTS OF INTEREST**

It is the BEP policy to award BPAs to only those offerors whose objectivity is not impaired because of any related past, present, or planned interest, financial or otherwise, in organizations regulated by BEP or in organizations whose interests may be substantially affected by Departmental activities. Based on this policy, if at any time during the performance of this BPA the Contractor knows of any Conflict of Interest situation affecting the organization, any of its officers or Key Persons working under this BPA, has reason to believe that a conflict of interest situation might arise, or is made aware of an actual or potential conflict of interest situation:

(a) The Contractor shall immediately provide to the Contracting Officer a written statement which describes in a concise manner all past, present or planned organizational, financial, contractual or other interest(s) with that organization regulated by BEP, or with that organization or individual whose interests may be substantially affected by Departmental activities, and which is related to the work under this BPA. The interest(s) described shall include those of the Contractor, its affiliates, consultants, Subcontractors and key personnel of any of the above. Past interest shall be limited to within one year of the date of the offeror's technical proposal. Key personnel shall include any person owning more than 20% interest in the organization, and the organization's corporate officers, its senior

managers and any employee who is responsible for making a decision or taking an action on this BPA where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

(b) The Contractor shall describe in detail when it became aware of the actual or potential conflict of interest, what action the organization has taken or proposes to take to mitigate and / or rectify the situation, and why it believes, in light of the interest(s) identified in (a) above, that performance of the BPA can still be accomplished in an impartial and objective manner.

(c) In the absence of any relevant interest identified in (a) above, the Contractor shall certify in its statement that to its best knowledge and belief no affiliation exists relevant to possible conflicts of interest. The Contractor must obtain the same information from any potential Subcontractors prior to award of a subcontract.

(d) The Contracting Officer will review the statement submitted and may require additional relevant information from the Contractor. All such information, and any other relevant information known to BEP, will be used to determine whether a conflict of interest exists or a situation exists that may create a conflict of interest. If any such conflict of interest is found to exist, the Contracting Officer may (1) terminate the BPA, or (2) determine that it is otherwise in the best interest of the United States to continue the BPA with the Contractor and (3) modify the BPA to include appropriate provisions to mitigate or avoid such conflicts in the BPA.

(e) If the Contractor refuses to provide the written statement called for in paragraph (a), or any additional information that the Contracting Officer may require, the Contracting Officer may terminate the BPA for convenience if he or she deems that termination is in the best interest of the Government.

#### **H.10 EVALUATION OF CONTRACTOR PERFORMANCE**

(a) Interim and final evaluations of Contractor performance will be prepared on this BPA in accordance with FAR 42.1503. The final performance evaluations will be prepared at the time of completion of work.

(b) The Contractor can elect to review the evaluation and submit additional information or a rebuttal statement. The Contractor will be permitted 60 calendar days to respond. Contractor response is voluntary. If the Contractor does not respond within 60 days, the Government will presume that the Contractor has no comment. Any disagreement between the parties regarding an evaluation will be referred to an individual at a level above the Contracting Officer, whose decision is final.

(c) Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the BPA file and may be used to support future award decisions.

Bureau of Engraving and Printing utilizes the Contractor Performance Assessment Reporting System (CPARS), Federal Awarded Performance and Integrity Information System (FAPIS), Architect-Engineer Contract Administration Support System (ACASS) or Construction Contractor appraisal Support System (CCASS) to record and maintain past performance information. The past performance systems hosts a suite of web-enabled applications that are used to document Contractor performance information that is required by Federal Regulations. The CPARS module assesses performance on BPAs for Systems, Services, Information Technology, and Operations Support, Architect-Engineer Contracts and performance on Construction Contracts. CPARS reference material can be accessed at <http://www.cpars.csd.disa.mil/cparsfiles/cpars/refmatl.htm>.

Federal Awarded Performance and Integrity Information System (FAPIS)

<http://www.fapiis.gov/fapiis/govt/dataareports.jsp>

Architect-Engineer Contract Administration Support System (ACASS)

[http://www.acq.osd.mil/dpap/ccap/cc/jcchb/Files/Topical/Past\\_Performance/guides/acass\\_policy\\_manual\\_2010.pdf](http://www.acq.osd.mil/dpap/ccap/cc/jcchb/Files/Topical/Past_Performance/guides/acass_policy_manual_2010.pdf)

Construction Contractor appraisal Support System (CCASS)

<http://www.409csb.army.mil/Library/COI/ACASSCCASSUserManual-Nov2012.pdf>

The registration process requires the Contractor to identify an individual that will serve as a primary contact. This

individual will be authorized access to the evaluation for review and comment. In addition, the Contractor is encouraged to identify a secondary contact in the event the primary contact is unavailable to process the evaluation within the required 60-day time period. After the BEP Contract Specialist registers the BPA in one of the systems listed above, the Contractor will receive a system generated e-mail notifying him/her that the BPA is registered. A system generated e-mail will also provide the Contractor with a User ID if the person does not already have a system User ID.

Once a performance evaluation has been prepared and is ready for comment, the Contractor representative will receive a system generated e-mail notification that the performance evaluation is electronically available for review and comment. The Contractor representative will receive an automated e-mail whenever an assessment is completed and can subsequently retrieve the completed assessment from system.

Contractors may access evaluations at one of the website listed above for review and comment in CPARS.

## **H.11 INDEMNIFICATION**

(a) **Responsibility for Government Property:** The Contractor assumes full responsibility for and shall indemnify the Government against any and all losses or damage of any kind and nature to any and all Government property, including any equipment, supplies, accessories, or parts furnished, while in his custody care for storage, repairs, or service to be performed under the terms of this BPA, resulting in whole or in part from the negligent acts or omissions of the Contractor, any subcontractor, or any employee, agent or representative of the Contractor or subcontractor. If due to the fault, negligent acts (whether of commission or omission) and/or dishonesty of the Contractor or its employees, any Government-owned or controlled property is lost or damaged as a result of the Contractor's performance of this BPA, the Contractor shall be responsible to the Government for such loss or damage, and the Government, at its option, may in lieu of payment thereof, require the Contractor to replace at his own expense, all property lost or damaged.

(b) **Hold Harmless and Indemnification Agreement:** The Contractor shall save and hold harmless and indemnify the Government against any and all liability claims, and cost of any kind and nature for injury to or death of any person or persons and for loss or damage to any Contractor property or property owned by a third party occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation, or performance of work under the terms of this BPA, resulting in whole or in part from the acts or omissions of the Contractor, any subcontractor, or any employee, agent, or representative of the Contractor or subcontractor.

(c) **Government's Right of Recovery:** Nothing in the above paragraphs shall be considered to preclude the Government from receiving the benefits of any insurance the Contractor may carry which provides for the indemnification of any loss or destruction of, or damages to property in the custody and care of the Contractor where such loss, destruction or damage is to Government property. The Contractor shall do nothing to prejudice the Government's right to recover against third parties for any loss, destruction of, or damage to Government property, and upon the request of the CO shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

(d) **Government Liability:** The Government shall not be liable for any injury to the Contractor's personnel or damage to the Contractor's property unless such injury or damage is due to negligence on the part of the Government and is recoverable under the Federal Torts Claims Act, or pursuant to other Federal statutory authority.

#### **H.12 BEP WORKING RESTRICTIONS**

(a) When performing work during BEP's working hours, such work must be performed without:

- (1) Interfering with Government business;
- (2) Unduly restricting traffic;
- (3) Causing unsafe conditions for employees and visitors; and
- (4) Adversely affecting the operation of BEP equipment.

(b) Failure to adhere to this requirement is considered grounds for termination. In addition, if the CO determines that the Contractor is performing work in violation of any of the above, the Contractor shall be required to perform the work at such time and under such conditions as are in the best interest of BEP at no additional cost to the Government.

#### **H.13 VENDOR WARRANTIES**

The Contractor shall require subcontractors and vendors to provide all normal and customary warranties, including, but not limited to those, on new equipment, materials, supplies, and spare parts. The Contractor shall include in its contractual arrangements with its subcontractors and vendors provisions whereby said warranties are for the benefit of BEP as well as the Contractor and are directly enforceable by BEP. BEP shall receive a copy of all warranties in effect at contract completion. The warranty period shall also be indicated on all reimbursable item invoices which are to be submitted with any request for payment.

#### **H.14 POST AWARD MEETING**

After BPA award, the Government may conduct a post award meeting. The objectives of this meeting are to include; introduce key participants and explain their roles, review the tasks to ensure a common understanding of task requirements and objectives for all participants and review Deliverables and other matters.

#### **H.15 COVID Safety Protocols for Federal Contractors**

The contractor shall adhere to all governmental/CDC requirement as it relates to COVID-19 updates on the appropriate websites.

<https://www.cdc.gov/>

<https://www.saferfederalworkforce.gov/contractors/>

## **9. Section I - Contract Clauses**

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Clauses incorporated by reference

None

Clauses incorporated by full text

52.204-1

52.204-1 Approval of Contract (DEC 1989)

This contract is subject to the written approval of BEP Contracting Officer and shall not be binding until so approved.  
(End of clause)

FAR 52.212-5

**FAR 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders? Commercial Products and Commercial Services (Mar 2023)**

(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. 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. 4655](#)).

**XX** (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) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) ( [31 U.S.C. 6101 note](#)).

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

**XX** (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](#)).

**XX** (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 (Oct 2022) ( [15 U.S.C. 657a](#)).

\_\_ (12) [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](#)).

\_\_ (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](#).

\_\_ (16) [52.219-8](#), Utilization of Small Business Concerns (Oct 2022) ( [15 U.S.C. 637\(d\)\(2\)](#) and (3)).

\_\_ (17)

(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](#).

\_\_ (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 (Oct 2022) ( [15 U.S.C. 637s](#)).

\_\_ (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 (Oct 2022) ( [15 U.S.C. 657f](#)).

\_\_ (22)

(i) [52.219-28](#), Post Award Small Business Program Rerepresentation (Mat 2023)( [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 (Oct 2022) ( [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 (Oct 2022) ( [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) ( [15U.S.C. 637\(a\)\(17\)](#)).

**XX** (27) [52.222-3](#), Convict Labor (Jun 2003) (E.O.11755).

**XX** (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Dec 2022) (E.O.13126).

**XX** (29) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

**XX** (30) (i) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O.11246).

\_\_\_ (ii) Alternate I (Feb 1999) of [52.222-26](#).

**XX** (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](#).

**XX** (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](#).

\_\_\_ (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).

\_\_\_ (36) [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](#).)

\_\_\_ (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 (Jun2014) 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 (Jun2016) (E.O. 13693).

\_\_ (47)

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

\_\_ (ii) Alternate I (Jan 2017) of [52.224-3](#).

(48) (i) [52.225-1](#), Buy American-Supplies (Oct 2022) ( [41 U.S.C. chapter 83](#)).

\_\_ (ii) Alternate I (Oct 2022) of [52.225-1](#).

\_\_ (49)

(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](#).

\_\_ (50) [52.225-5](#), Trade Agreements (Dec 2022) ( [19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

\_\_ (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. Subtitle A, Part V, Subpart G 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 (Nov2007) ( [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. 3805](#)).
- \_\_\_ (57) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (Nov 2021) ( [41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).
- XX** (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Oct2018) ( [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](#)).
- XX** (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).

**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 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](#)). Flow down required in accordance with paragraph (c) of [52.232-40](#).

(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.

(End of clause)

*Alternate I* (Feb 2000). As prescribed in [12.301\(b\)\(4\)\(i\)](#), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause".

*Alternate II* ( Mar 2023 ). As prescribed in [12.301\(b\)\(4\)\(ii\)](#), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8 G of the Inspector General Act of 1978 ( [5 U.S.C. App.](#)), or an authorized representative of either of the foregoing officials shall have

access to and right to?

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial products or commercial services, other than?

(i) *Paragraph (d) of this clause.* This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) *Those clauses listed in this paragraph (e)(1).* Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(A) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) ( [41 U.S.C. 3509](#)).

(B) [52.203-15](#), Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).

(C) [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).

(D) [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).

(E) [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.

(F) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

(G) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O. 11246).

(H) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ( [38 U.S.C. 4212](#)).

(I) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ( [29 U.S.C. 793](#)).

(J) [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](#).

(K) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ( [41 U.S.C. chapter 67](#)).

(L) \_\_\_ (1) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ( [22 U.S.C. chapter 78](#) and E.O 13627).

\_\_\_ (2) Alternate I (Mar 2015) of [52.222-50](#) ( [22 U.S.C. chapter 78](#) and [E.O. 13627](#)).

(M) [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](#)).

(N) [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](#)).



directs or redirects the labor effort, shifts the work between work areas or locations, and/or fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

(c) Technical direction must be within the scope of the contract specification(s)/work statement. The COR does not have authority to issue technical direction that:

- (1) Constitutes a change of assignment or additional work outside the contract specification(s)/work statement;
- (2) Constitutes a change as defined in the clause entitled "Changes";
- (3) In any manner causes an increase or decrease in the contract price, or the time required for contract performance;
- (4) Changes any of the terms, conditions, or specification(s)/work statement of the contract;
- (5) Interferes with the contractor's right to perform under the terms and conditions of the contract; or
- (6) Directs, supervises or otherwise controls the actions of the Contractor's employees.

(d) Technical direction may be oral or in writing. The COR must confirm oral direction in writing within five workdays, with a copy to the Contracting Officer.

(e) The Contractor shall proceed promptly with performance resulting from the technical direction issued by the COR. If, in the opinion of the Contractor, any direction of the COR or the designated representative falls within the limitations of (c) above, the Contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government work day.

(End of clause)

1052.210-70 DTAR 1052.210-70 Contractor Publicity (APR 2015)

The Contractor, or any entity or representative acting on behalf of the Contractor, shall not refer to the supplies or services furnished pursuant to the provisions of this contract in any news release or commercial advertising, or in connection with any news release or commercial advertising, without first obtaining explicit written consent to do so from the Contracting Officer. Should any reference to such supplies or services appear in any news release or commercial advertising issued by or on behalf of the Contractor without the required consent, the Government shall consider institution of all remedies available under applicable law, including 31 U.S.C. 333, and this contract. Further, any violation of this clause may be considered as part of the evaluation of past performance.

(End of clause)

1052.222-70 DTAR 1052.222-70 Minority and Women Inclusion (APR 2014)

Contractor confirms its commitment to equal opportunity in employment and contracting. To

implement this commitment, the Contractor shall ensure, to the maximum extent possible

consistent with applicable law, the fair inclusion of minorities and women in its workforce.

The Contractor shall insert the substance of this clause in all subcontracts awarded under this

Contract whose dollar value exceeds \$150,000. Within ten business days of a written request

from the contracting officer, or such longer time as the contracting officer determines, and

without any additional consideration required from the Agency, the Contractor shall provide

documentation, satisfactory to the Agency, of the actions it (and as applicable, its

subcontractors) has undertaken to demonstrate its good faith effort to comply with the

forementioned provisions. For purposes of this contract, "good faith effort" may include

actions by the contractor intended to identify and, if present, remove barriers to minority and

women employment or expansion of employment opportunities for minorities and women

within its workforce. Efforts to remove such barriers may include, but are not limited to,

recruiting minorities and women, providing job-related training, or other activity that could

lead to those results.

The documentation requested by the contracting officer to demonstrate "good faith effort" may include, but is not limited to, one or more of the following:

1. The total number of Contractor's employees, and the number of minority and women employees, by race, ethnicity, and gender (e.g., an EEO-1);
2. A list of subcontract awards under the Contract that includes: dollar amount, date of award, and subcontractor's race, ethnicity, and/or gender ownership status;
3. Information similar to that required in item 1, above, with respect to each subcontractor; and/or
4. The Contractor's plan to ensure that minorities and women have appropriate opportunities to enter and advance within its workforce, including outreach efforts.

Consistent with Section 342(c)(3) of the Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub. L. 111-203) (Dodd-Frank Act), a failure to demonstrate to the Director of the Agency's Office of Minority and Women Inclusion such good faith efforts to include minorities and women in the Contractor's workforce (and as applicable, the workforce of its subcontractors), may result in termination of the Contract for default, other contractual

remedies, or referral to the Office of Federal Contract Compliance Programs. Compliance with this clause does not, however, necessarily satisfy the requirements of Executive Order 11246, as amended, nor does it preclude OFCCP compliance evaluations and/or enforcement actions undertaken pursuant to that Order.

For purposes of this clause, the terms "minority," "minority-owned business" and "women-owned business" shall have the meanings set forth in Section 342(g) of the Dodd-Frank Act.

(End Clause)

1052.228-70 DTAR 1052.228-70 Insurance Requirements (APR 2015)  
In accordance with FAR clause 52.228-5, entitled "Insurance?Work on a Government Installation" [or FAR clause 52.228-7 entitled, "Insurance?Liability to Third Persons"], insurance of the following kinds and minimum amounts shall be provided and maintained during the period of performance of this contract:

- (a) Worker's compensation and employer's liability. The Contractor shall, as a minimum, meet the requirements specified at FAR 28.307-2(a).
- (b) General liability. The Contractor shall, at a minimum, meet the requirements specified at FAR 28.307-2(b).
- (c) Automobile liability. The Contractor shall, at a minimum, meet the requirements specified at FAR 28.307-2(c).

(End of clause)

1052.232-7003 DTAR 1052.232-7003 Electronic Submission of Payment Requests (APR 2015)

(a) Definitions. As used in this clause?

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

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

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

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

(End of clause)

**SECTION I CLAUSES**

<b>CLAUSE NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
52.204-7	System for Award Management	OCT 2018
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-17	Ownership or Control of Offeror	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
52.212-1	Instructions to Offerors Commercial Items	NOV 2021
52.212-4	Contract Terms and Conditions-Commercial Items	NOV 2021
52.215-8	Order Of Precedence - Uniform Contract Format	OCT 1997
52.223-6	Drug-Free Workplace	MAY2001
52.228-5	Insurance-Work on a Government Installation	JAN 1997
52.232-1	Payments	APR 1984
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-1	Disputes	MAY2014
52.242-17	Government Delay of Work	APR 1984
52.243-1 Alt 1	Changes--Fixed Price Alternate I (APR 1984)	AUG 1987

**10. Section J - List of Documents, Exhibits, and other Attachments**

None

Clauses incorporated by reference

None

Clauses incorporated by full text

**ATTACHMENT**

Attachment Number	Title
Attachment A	Pricing Schedule (Section B)

Attachment B	Wage Determination No. 2015-4281
Attachment C	Past Performance Questionnaire
Attachment D	EHS 75D-07.0-04

## 11. Section K - Representations, Certifications, and Other Statements of Offerors

Clauses incorporated by reference

None

Clauses incorporated by full text

Clauses incorporated by reference

Clause Number	Title	Date
52.225-25	Prohibition on Contracting With Entities Engaging in Certain Activities or Transactions Relating to Iran - Representation and Certifications.	JUN 2020

Clauses incorporated by full text

### 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 or 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) *Representation.* 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) (1) *Representation.* 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)

#### **52.209-11 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)

### **52.212-3 Offeror Representations and Certifications - Commercial Products and Commercial Services (DEVIATION 2023-00002) (DEC 2022)**

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](#), and the concern is certified by SBA or an approved third-party certifier in accordance with [13 CFR 127.300](#). 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.

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

*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 its field of operation, 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 \$850,000 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.

*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.

*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 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, and the concern is certified by SBA or an approved third-party certifier in accordance with [13 CFR 127.300](#).

(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 [FAR 19.000\(b\)\(1\)\(ii\)](#). Check all that apply.
- (1) *Small business concern.* The offeror represents as part of its offer that -
- (i) It ? is, ? is not a small business concern; or
- (ii) It ? is, ? is not a small business joint venture that complies with the requirements of [13 CFR 121.103\(h\)](#) and [13 CFR 125.8\(a\)](#) and [\(b\)](#). *[The offeror shall enter the name and unique entity identifier of each party to the joint venture: .]*
- (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 -
- (i) It ? is, ? is not a service-disabled veteran-owned small business concern; or
- (ii) It ? is, ? is not a joint venture that complies with the requirements of [13 CFR 125.18\(b\)\(1\)](#) and [\(2\)](#). *[The offeror shall enter the name and unique entity identifier of each party to the joint venture: .]* Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran- owned small business concern status.
- (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.
- (6) *WOSB joint venture eligible under the WOSB Program.* The offeror represents that it ? is, ? is not a joint venture that complies with the requirements of [13 CFR 127.506\(a\)](#) through [\(c\)](#). *[The offeror shall enter the name and unique entity identifier of each party to the joint venture: .]*

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

Note to paragraphs (c)(8) and (9):

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

- (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, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see [13 CFR 126.200\(e\)\(1\)](#)); and
- (ii) It is, is not a HUBZone joint venture that complies with the requirements of [13 CFR 126.616\(a\)](#) through [\(c\)](#). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:.*] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(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 and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.

(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. For those foreign end products

that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see [FAR 25.105](#)).

(iv) The terms "commercially available off-the-shelf (COTS) item," "critical component," "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	Exceeds 55% domestic content (yes/no)
---------------	-------------------	---------------------------------------

[List as necessary]

(3) Domestic end products containing a critical component: Line Item No. \_\_\_\_\_

[List as necessary]

(4) 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 and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade

Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American - Free Trade Agreements - Israeli Trade Act."

(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
---------------	-------------------

[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. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

Other Foreign End Products:

Line Item No.	Country of origin	Exceeds 55% domestic content (yes/no)
---------------	-------------------	---------------------------------------

[List as necessary]

(iv) The Offeror shall list the line-item numbers of domestic end products that contain a critical component (see [FAR 25.105](#)).

Line Item No. \_\_\_\_\_

[List as necessary]

(v) 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 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 Israeli end products as defined in the clause of this solicitation entitled "Buy American - Free Trade Agreements - Israeli Trade Act":

Israeli End Products:

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

[List as necessary]

- (3) *Buy American - Free Trade Agreements - Israeli Trade Act Certificate, Alternate III.* If Alternate III 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 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]

- (4) *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,
- (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 [FAR 22.1503\(b\)](#).]

(1) *Listed end products.*

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.

(l) *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 (l)(3) through (l)(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 certifications.* 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).

(s) [Reserved]

- (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)

*Alternate I* (OCT 2014). As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

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

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.

(End of provision)

#### **52.219-1 Small Business Program Representations (DEVIATION 2023-00002).**

Small Business Program Representations (DEVIATION 2023-00002) (DEC 2022)

(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, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. 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 its field of operation, 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 \$850,000 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, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_\_ [*insert NAICS code*].

(2) The small business size standard is \_\_\_\_\_ [*insert size standard*].

(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?

(i) It ? is, ? is not a small business concern; or

(ii) It ? is, ? is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_.]

(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) joint venture eligible under the WOSB Program. The offeror represents as part of its offer that it ? is, ? is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_.]

(5) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents as part of its offer that it ? is, ? is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_.]

(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

(i) It ? is, ? is not a service-disabled veteran-owned small business concern; or

(ii) It ? is, ? is not a service-disabled veteran-owned joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_.] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

(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, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It ? is, ? is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(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)

*Alternate I* (SEP 2015). As prescribed in 19.309(a)(2), add the following paragraph (c)(9) to the basic provision:

(c)(9) [Complete if offeror represented itself as disadvantaged in paragraph (c)(2) 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.

*Alternate II* (SEP 2021). As prescribed in 19.309(a)(3), substitute the following paragraphs (b) and

(c)(1) for paragraphs (b) and (c)(1) of the basic provision:

(b)(1) The North American Industry Classification System (NAICS) codes and corresponding size standards for this acquisition are as follows; the categories or portions these NAICS codes are assigned to are specified elsewhere in the solicitation: **NAICS code**

**Size standard**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 12. Section L - Instructions, Conditions and Notices to Offerors

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Clauses incorporated by reference

Article Number	Reference Text
52.214-34	52.214-34 Submission of Offers in the English Language (APR 1991)
52.214-35	52.214-35 Submission of Offers in U.S. Currency (APR 1991)

Clauses incorporated by full text

INSTRUCTIONS TO OFFEROR

### 1.0 GENERAL INFORMATION

1.1 This procurement is a total small business set aside.

1.2 Offeror is expected to examine this entire request for quotation. Failure to do so will be at the Offeror's own risk.

1.3 Offeror shall set forth full, accurate, and complete information as required by this RFQ package. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

1.4 Offeror is required to be registered in the System for Award Management (SAM) at the time an offer or quotation is submitted. Therefore, to be responsive, registration with SAM must be current. To register or update your company information, please go to SAM.gov.

## 2.0 PERIOD FOR ACCEPTANCE OF OFFER

The Offeror agrees to hold the prices in its quote firm for 90 calendar days from the date specified for receipt of quotes.

## 3.0 REQUEST FOR CLARIFICATIONS

All requests for clarifications/questions related to the RFQ shall be submitted to [janette.carter@bep.gov](mailto:janette.carter@bep.gov) and [joyce.vaughn@bep.gov](mailto:joyce.vaughn@bep.gov). **no later than 10:00 a.m. (Eastern), Wednesday, 3 May 2023.**

## 4.0 SUBMISSION OF OFFERS

Quotations shall be submitted to [janette.carter@bep.gov](mailto:janette.carter@bep.gov) and [joyce.vaughn@bep.gov](mailto:joyce.vaughn@bep.gov). **no later than 13:00 p.m. (Eastern), Friday, 12 May 2023.**

## 5.0 REPRESENTATION AND CERTIFICATIONS

The Offeror shall complete and provide all applicable elements in Section K, Representations, Certifications, and Other Statements of Offerors Certifications, with their quote submission.

## 6.0 PREPERATION COST

This RFQ does not commit the government to pay for the preparation and submission of a quote. The Contracting Officer is the only individual who can legally bind the Government to the expenditure of public funds in connection with this procurement.

## 7.0 Quotes Format

Offers shall be submitted through electronic means (via e-mail) only. Page size, not including foldouts, shall be 8 ½" X 11", when printed. All pages shall have a 1" margin on all sides and shall be typed with at least single line spacing. No condensed fonts allowed. Times New Roman, Calibri, Arial font preferred. Text shall be a minimum font size of 12. Page numbers, company logos, headers and footers may be outside the page margins and are not bound by the 12-font size but shall be no smaller than 8-point. Each paragraph shall be separated by at least one blank line. All text pages shall be oriented in portrait and printed black on white paper (black and white requirement does not apply to graphics, photos, etc., Company stationery and logos are acceptable). Landscape orientation is acceptable for tables and/or charts if required to properly present the information. A page shall be an 8 ½" X 11" sheet of paper. Letter size and spacing requirements for illustrations and tables can be at the discretion of the Offeror but must be easily readable. Offerors shall number each page to eliminate any confusion. In the event the Offeror creates an ambiguity in their numbering of pages, the Government may exercise its own discretion in counting pages.

## 8.0 CONTENT OF QUOTE SUBMISSION

Offerors shall also reference FAR Clause 52.212-1 Instructions to Offerors? Commercial Items (NOV 2021), included as reference in section I of this Solicitation.

Offerors shall submit a single quote which includes information to be evaluated for award. Quote shall consist of three (3) volumes, as follows:

QUOTATION ORGANIZATION		
Volume	Factor	Page Limit

Volume I	Factor 1, Technical	10
Volume Ia (submit as part of Volume I)	Subfactor 1, Drug Testing Collection Certificate	None, pg. will not count toward Volume I
Volume II	Factor 2, Past Performance	10
Volume III	Factor 3, Price Quote	None

Volume I/Factor 1 Technical

Factor 1: Technical Capability: The offeror shall submit qualifications to perform Drug Testing Services. Submit certifications that support qualifications to perform services. The Contractor shall ensure that collector, Laboratory and Medical Review Officer (MRO) are duly certified according to the Department of Health and Human Services (DHHS), Substance Abuse and Mental Health Services Administration (SAMHSA), Mandatory Guidelines for Federal Workplace Drug Testing Programs under Executive Order 12564.

Volume Ia/Subfactor 1: Drug Testing Collection Certificate

Volume 2/Factor 2 Past Performance

The Government will assess the Quoter capability to perform under this agreement by evaluating the Quoters past performance experience on previous same or similar contracts. Quoters shall identify at least three (3) Federal, State, Local, Commercial, or Foreign contracts that demonstrate recent and relevant experience. Recent is defined as within the last five (5) years. Relevant is defined as work similar in size, scope, and complexity to the work identified in the SOW. Offerors shall provide the following information:

- Project Title
- Description of the Project
- Contract Number
- Contract Amount
- Point of Contact's name, address, phone number and email address
- Contracting Officer's name, address, telephone number and email address
- Current status, e.g. completed and/or in progress, start and estimated completion dates
- A brief narrative of why your firm believes this reference is relevant to the proposed tasks

Attachment C, Past Performance Questionnaire: Offeror shall ensure Assessors submit questionnaire to the point of contact indicated in the questionnaire by the due date and time for offers.

Volume 3/Factor 3 Price Quote

Quoter shall complete and submit Attachment A, Pricing Schedule. Offeror must price all ordering periods. Failure to provide pricing for all items will render the offer unacceptable and ineligible for award consideration.

### 13. Section M - Evaluation Factors for Award

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Clauses incorporated by reference

None

Clauses incorporated by full text

EVALUATION

**FAR 52.212-2, Evaluation-Commercial Items (NOV 2021) (addendum)**

(a) The Government will award a single BPA resulting from this solicitation to the responsible offeror whose quote 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

**FACTOR 1: Technical:**

Factor 1 Technical

Factor 1: Technical Capability: The offeror shall submit qualifications to perform Drug Testing Services. Submit certifications that support qualifications to perform services. The Contractor shall ensure that collector, Laboratory and Medical Review Officer (MRO) are duly certified according to the Department of Health and Human Services (DHHS), Substance Abuse and Mental Health Services Administration (SAMHSA), Mandatory Guidelines for Federal Workplace Drug Testing Programs under Executive Order 12564.

Subfactor 1: Drug Testing Collection Certificate

The Government will use the following ratings for Technical:

Rating	Description
Acceptable	Offer meets the requirements of the solicitation.
Unacceptable	Offer does not meet the requirements of the solicitation.

**FACTOR 2: Past Performance:** The Government will assess the Offeror's capability to perform under the BPA by evaluating the Offeror's past performance experience on previous same or similar contracts. The BEP may contact any references provided by the Offeror during the evaluation process to verify recent and relevant experience and the level of performance. The BEP may, at its discretion, obtain and evaluate information from sources other than those provided by the Offeror, such as those found in the Contractor Performance Assessment Reporting System (CPARS).

The Past Performance rating will be based on an "Acceptable" / "Unacceptable" basis. The following definitions will be used in evaluating the degree the offeror will satisfactorily provide the required services based on past and current performance records. An Acceptable or Unacceptable rating will be determined as follows:

Rating	Description
Acceptable	Based on the offeror's performance record, the Government has reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown. (See note below)

Unacceptable	Based on the offeror's performance record, the Government does not have a reasonable expectation that the offeror will be able to successfully perform the required effort.
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Note: 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 determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable."

**FACTOR 3: Price:** The total evaluated price shall be the sum of all prices listed in the price schedule for the five year ordering periods. The Government will evaluate price to determine fair and reasonableness. The Government will use any combination of the price analysis techniques stipulated under FAR Subpart 13.106-3

### **BASIS FOR AWARD**

Award will be made on the basis of the lowest evaluated price meeting or exceeding the acceptability standards for non-cost (i.e., Technical and Past Performance) factors. An offer is technically acceptable if it is fully compliant with all of the requirements of terms and conditions herein.

Please note: The Government will evaluate technical acceptability of the lowest offer received, if the offer is deemed technically acceptable, the Government will not evaluate other responses. If the Government determine that the lowest offer is not technically acceptable than the Government will move to the next lowest offer. Upon determining the lowest technically acceptable offer an award will be made.