

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER		PAGE OF 1 85	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER 12639523Q0147		6. SOLICITATION ISSUE DATE 04/26/2023
7. FOR SOLICITATION INFORMATION CALL:		a. NAME LATISHA HOLLMAN			b. TELEPHONE NUMBER (No collect calls) 919-855-7003		8. OFFER DUE DATE/LOCAL TIME 05/10/2023 1700 ET
9. ISSUED BY USDA APHIS 250 MARQUETTE AVE SUITE410 MINNEAPOLIS MN 55401				CODE APHIS-MN-1263 10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 621511 SIZE STANDARD: \$41.5			
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 checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
15. DELIVER TO NBAF Occupational Health Clinic National Bio and Agro-Defense Facility (NBAF) 1980 Denison Ave Manhattan, Kansas 66502				CODE 16. ADMINISTERED BY USDA APHIS 250 MARQUETTE AVE SUITE410 MINNEAPOLIS MN 55401 CODE APHIS-MN-126395			
17a. CONTRACTOR/ OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY The "Submit Invoice-to" address for USDA orders is the Department of Treasury's Invoice Processing Platform (IPP).	
Vendor: Address: UeiSAM: TELEPHONE NO.							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Tax ID Number: Not Available DUNS Number: Not Available This solicitation will be issued as Small Business Set Aside. The Government contemplates a commercial firm-fixed-price indefinite delivery indefinite quantity (IDIQ) type contract with a base and four option years. <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<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"/> 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"/> 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: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	
				LATISHA A. HOLLMAN			

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 <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

1. INSTRUCTIONS TO QUOTERS:

1. Submit quotes to Latisha Hollman at Latisha.A.Hollman@usda.gov by the time specified in the solicitation.

A COMPLETE QUOTE SHALL INCLUDE THE FOLLOWING INFORMATION:

- ☐ **a. Cover page or Standard Form (SF) 1449.** Reference the solicitation number and include name, address, point of contact information, and Unique Entity Identifier (SAM.gov) of the Quoter.
- ☐ **b. Acknowledgement of Solicitation Amendments** (if applicable)
- ☐ **c. Completed Pricing Schedule and Turnaround Time (ATTACHMENT 1).** Alternate Pricing Schedules will not be considered. A vendor must provide a price on all items in this solicitation to be eligible for award. Provide a Turnaround Time for each test specified.

- ☐ **d. Technical Capability Information:**

- ☐ **1. MANAGEMENT PLAN**

Quoters shall Include a narrative description to explain how the contractor plans to staff and manage the project. The Management Plan shall, at minimum, address the following:

- a. A clear and detailed description of the personnel and resources that will be used to complete the requirements of this contract to include lines of authority and evidence of CLIA certification.
- b. Quoter shall provide a narrative description as to how it intends to address the mechanism and turn-around times that the offeror will utilize to notify the Government when testing and/or accreditation issues arise:

Routine Specimen Pickup through Results Delivery. Quoter provides descriptive evidence demonstrating knowledge and ability to meet specimen transportation requirements to include daily transport services as defined in **Section 2.2.2.1**. Include a step-by-step description of performance, detailing the following:

- 1) Notification by ordering activity
- 2) Proposed carrier
- 3) Pickup of specimens
- 4) Specimen tracking protocol for specimen transportation, including sample record and shipping method
- 5) Analysis protocol
- 6) Delivery of results (i.e. method, notification process, etc.)
- 7) Contractor Lab Published Turn Around Times (TAT)

Irreplaceable Specimen Pickup through Results Delivery. Quoter provides descriptive evidence demonstrating knowledge and ability to meet irreplaceable specimen transportation requirements services as defined in **Section 2.2.2.2**.

Include a step-by-step description of performance, detailing the following:

- 1) Notification by ordering activity
- 2) Proposed carrier
- 3) Pickup of irreplaceable specimen(s) shall be delivered directly by medical courier ground vehicle from NBAF to the contractor's laboratory facility staff within that same day.
- 4) Specimen tracking protocol for irreplaceable specimen transportation, including sample record and shipping method
- 5) Special labeling requirements to identify the specimen as an irreplaceable sample
- 6) Steps taken to preserve the integrity of samples during every stage of transport
- 7) Analysis protocol
- 8) Delivery of results (i.e. method, notification process, etc.)
- 9) Contractor Lab Published Turn Around Times (TAT)

☐ **2. Relevant Experience.** Provide a list of at least two (2) no more than five (5) of the most relevant contracts performed for Federal agencies and/or commercial customers within the past ten (10) years.

Relevant experience is defined as human specimen transport, testing, analysis, and reporting.

Project examples shall be provided for the quoter (prime) and/or subcontractor(s) that will perform the work. A letter of commitment is required for a subcontractor's experience to be evaluated

☐ **3. Past Performance.**

In addition to the relevant experience information specified, quoters shall disclose the following past performance information:

Provide all malpractice and lawsuit information with laboratory related content within the last 3 years (quoter and proposed subcontractor(s))

List the number of incidents in the last three (3) years where the quoter or a proposed subcontractor failed to meet the requirements of CFR 49, the CDC, DOT, and IATA when packing, shipping, or transportation of biological, infectious, or hazardous substances.

☐ **e. Representations and Certifications.** Quoters must complete annual representations and certifications electronically in the System for Award Management (beta.SAM.gov) no later than the solicitation response date. Complete the representations specified in Section 6.0 Solicitation Provisions.

2. All questions must be submitted in writing to Latisha Hollman at Latisha.A.Hollman.usda.gov. Submit questions no later than three (3) business days prior to the response deadline to ensure adequate

time is available to respond and amend the solicitation if necessary. Telephone inquiries will not be honored.

3. A prospective contractor may be requested to provide additional information to assist the Government in making a responsibility determination (FAR Subpart 9.1).
4. The U.S. Department of Agriculture (USDA) is an agency of the Federal Government and is tax exempt (Tax ID # 41-069271).

TABLE OF CONTENTS

1. INSTRUCTIONS TO QUOTERS:	1
Performance Work Statement	6
1.0 General	6
1.1 Objective	6
1.2 Place of Performance	6
1.3 Contract Type	6
1.4 Period of Performance	6
1.5 Mission	7
1.6 Background	8
2.0 Scope of Work	8
2.1 Laboratory and Personnel Requirements	8
2.1.1 Laboratory Requirements	8
2.2 Materials and Supplies for Government Specimen Collection, Transport Services, Testing, Analysis, and Reporting	9
2.2.1 Materials and Supplies for Government Specimen Collection	9
2.2.1.1 Government Specimen Collection	9
2.2.2 Transport Services	11
2.2.2.3 Medical Courier Requirements	12
2.2.3 Testing, Analysis, and Reporting	13
2.2.4 Deliverables	15
3.0 Other Requirements	15
3.1 Recognized Federal Holidays	15
3.2 Identification of Contractor Employees	15
3.3 Contracting Officer's Representative (COR)	16
3.4 Post Award Meeting	16
3.5 Technical Direction	16
3.6 Government Contacts	17
3.7 Invoice Requirements	17
3.8 Security Requirements	18
3.9 Disclosure of sensitive or proprietary	18
3.11 Records Management	19
3.12 Ownership	20
4.0 OTHER SPECIAL REQUIREMENTS	20
4.1 Quality Assurance	20
4.2 Quality Assurance Meetings	21
4.3 Performance Measurements	21

Appendix A: Labs	24
<i>Note: Estimated annual quantities are not guaranteed and subject to change.....</i>	<i>24</i>
5.0 Contract Clauses	30
6.0 Solicitation Provisions	48

Performance Work Statement

NBAF Occupational Medical Services

1.0 General

1.1 Objective

The objective of this acquisition is to obtain human diagnostic and laboratory services from a qualified Contractor to support the National Bio and Agro- Defense Facility (NBAF) in meeting its health, safety, wellness, operational, and regulatory needs. Services shall include specimen transport, testing, analysis, and reporting as specified.

1.2 Place of Performance

Services shall be performed at the Contractor's facility. Specimen transportation services shall be provided from the NBAF Occupational Health Clinic to the Contractor's facility.

NBAF Occupational Health Clinic
National Bio and Agro-Defense Facility (NBAF)
1980 Denison Ave
Manhattan, Kansas 66502

1.3 Contract Type

This is a firm-fixed-price Indefinite-Delivery Indefinite-Quantity (IDIQ) type contract. Services will be ordered through the issuance of individual task orders. (See clause 52.216-22 Indefinite Quantity.)

Laboratory Services shall be ordered quarterly based on quantities estimated at time of order (See Appendix A, "Labs (Estimated Annual Quantity)". The Government may issue task orders for additional services/quantities on an as-needed basis in accordance with the terms of this contract. Daily transport Service shall be ordered annually for continuous service.

Task order prices will be in accordance with the fixed unit prices established in the Pricing Schedule. The unit price shall include all costs associated with furnishing and delivering all materials and for performing all work under the contract in a complete and acceptable manner. The unit price that will be paid for any line item will not be changed based on the quantity actually ordered by the Government.

Contract and Task Order minimum and maximum amounts are specified in the following clauses: 52.216-19 "Order Limitations" and 452.216-73 "Minimum and Maximum Contract Amounts". The ultimate contract price for any given contract period will be the sum of the task orders issued during that period.

1.4 Period of Performance

The period of performance for this contract shall include a base period of 12 months and four option periods, each 12 months in duration. The estimated date for contract award is **May 2023**. **The Contractor shall begin performance within 30 days following contract award in coordination with the COR.**

1.5 Mission

The mission of the United States Department of Agriculture (USDA) is to provide leadership on food, agriculture, natural resources, and related issues based on sound public policy, the best available science, and efficient management. This acquisition will provide nonpersonal health care services to support the occupational health care program at the USDA National Bio and Agro-Defense Facility (NBAF), a new state-of-the-art biosafety level (BSL) 3 and 4 facility, located in Manhattan, KS.

1.5.1 Agricultural Research Services (ARS)

The Agricultural Research Service (ARS) is the U.S. Department of Agriculture's chief scientific research agency. Their job is finding solutions to agricultural problems that affect Americans every day, from field to table. ARS conducts research to develop and transfer solutions to agricultural problems of high national priority and provide information access and dissemination to:

- ensure high-quality, safe food, and other agricultural products
- assess the nutritional needs of Americans
- sustain a competitive agricultural economy
- enhance the natural resource base and the environment, and
- provides economic opportunities for rural citizens, communities, and society as a whole

1.5.2 Animal and Plant Health Inspection Service (APHIS)

The Animal and Plant Health Inspection Service (APHIS) is a multi-faceted agency with a broad mission area that includes protecting and promoting U.S. agricultural health, regulating genetically engineered organisms, administering the Animal Welfare Act and carrying out wildlife damage management activities. These efforts support the overall mission of APHIS, which is to protect and promote food, agriculture, natural resources and related issues.

1.5.3 National Bio and Agro-Defense Facility (NBAF)

The NBAF is operated by two USDA agencies (APHIS and ARS) and houses USDA programs focused on the diagnosis and research into foreign and emerging animal diseases, including two programs previously housed at the Plum Island Animal Disease Center: the APHIS Foreign Animal Disease Diagnostic Laboratory and the ARS Foreign Animal Disease Research Unit (FADRU).

1.5.4 NBAF ARS Animal Disease Research Units

At NBAF, ARS Animal Disease Research Units conduct basic and applied research on selected diseases of economic importance to the U.S. livestock and poultry industries and include the Foreign Animal Disease Research Unit (FADRU), Zoonotic and Emerging Disease Research Unit (ZEDRU) and the Foreign Arthropod Borne Animal Disease Research Unit (FABADRU). The goals of the research mission are to produce knowledge and technology to:

- Reduce economic losses from emerging and foreign animal diseases to the livestock industries and associated rural agricultural communities

- Prevent suffering and death caused by diseases in agriculturally important livestock.

1.6 Background

The United States Department of Agriculture (USDA), National Bio and Agro-Defense Facility (NBAF), Safety, Health, and Environmental Management Unit (SHEM) provides biological, chemical, physical, radiological, and ergonomic safety and environmental services including, but not limited to convenient, efficient, and comprehensive occupational health services to nearly 450 workers.

The Occupational Safety and Health Administration (OSHA), under the General Duty Clause, Section 5(a)(1) of the Occupational Safety and Health Act of 1970, requires employers to furnish to each worker employment free from recognized hazards that are causing or are likely to cause death or serious physical harm. The NBAF conducts an occupational health program which provides the necessary framework to comply with the agencies' obligation to maintain a safe workplace. All employees and NBAF-associated personnel, including full-time and part-time workers, are either required or encouraged to participate in the occupational health program. The program services are provided at no cost to participants.

The Centers for Disease Control and Prevention (CDC) encourages employers to provide their employees with preventive services, training and tools, and an environment to support healthy behaviors. The NBAF acknowledges the impact that health promotion and wellness policies, programs, practices, and strategies can have in the workplace. The NBAF strives to reduce worker health risks and improve the quality of life of its employees by supporting sensible wellness initiatives.

2.0 Scope of Work

The Contractor shall provide human diagnostic and laboratory services to support the NBAF facility employees. Services shall include specimen transport, testing, analysis, and reporting as specified.

The USDA estimates approximately 450 employees per fiscal year will require the services detailed under this Statement of Work.

This is a non-personal services requirement. The Government will not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

2.1 Laboratory and Personnel Requirements

2.1.1 Laboratory Requirements

The contractor's diagnostic and laboratory testing facility shall be certified to perform testing on human specimens under the Clinical Laboratory Improvement Amendments of 1988 (CLIA). The contractor shall comply with all Federal, state, and municipal laws, codes, and regulations applicable to the performance of this work, including applicable safety and

security regulations, and all laboratory operation requirements for handling of human samples and specimens.

Under no circumstances shall the Contractor allow any patient information or lab testing samples to be sent outside the confines of the internationally recognized borders of the United States of America. Contractor referrals to a secondary (Subcontractor) laboratory shall be kept to a minimum for control and uniformity purposes. Subcontractors shall be held to the same quality standards as specified in the contract.

The Contractor shall maintain current accreditation and notify the Contracting Officer of all lapses in state license, Clinical Laboratory Improvement Amendments (CLIA) certification, or clinical pathology certification. The Contractor shall provide a copy of the renewed licenses/certificates to the Contracting Officer before expiration

2.1.2 Personnel Requirements

Contractor personnel shall possess the necessary qualifications and expertise for human specimen, testing, and analysis, and must adhere to strict procedures governing the preservation, and transportation of human specimens to assure specimen stability and integrity.

The Contractor shall adhere to 42 CFR 493.1242 (Medicare, Medicaid, and CLIA Programs; Laboratory Requirements Relating to Quality Systems and Certain Personnel Qualifications) standards.

The contractor shall adhere to Health Insurance Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH) Act, and Privacy Act of 1974 standards and requirements.

2.2 Materials and Supplies for Government Specimen Collection, Transport Services, Testing, Analysis, and Reporting

USDA shall collect, prepare, and package laboratory specimens in accordance with the requirements defined in the Contractor's laboratory user's manual and Contractor's guidance. The Contractor shall provide an adequate supply of requisition forms, specimen collection materials and kits, dry ice and appropriate transport container, special preservatives, or transport media required for specimen preservation, any special instructions, and a current list of tests with reference ranges and specimen requirements. These requirements shall be defined in the laboratory user manual that will be made available to the Contracting Officer's Representative (COR) at start of service and within 7 days of any updates.

2.2.1 Materials and Supplies for Government Specimen Collection

2.2.1.1 Government Specimen Collection

USDA NBAF Occupational Health Nurses will collect specimens onsite at the NBAF Occupational Health Clinic for Contractor pick up, analysis, and reporting on an as

needed basis. The Government will perform specimen collection for 100% of total tests ordered

2.2.1.2 Materials and Supplies

The contractor shall provide all supplies and materials necessary to perform the services specified in the contract. Materials and supplies are not separately priced.

Contractor will ensure that all supplies furnished to the Government, including specimen collection tube/containers and requisition forms supplied are up to date and adequate inventory is delivered onsite. Contractor will provide NBAF Occupational Health Clinic with urine drug testing kits, chain of custody forms, and transport containers in compliance with state and federal regulations.

a. Specimen collection supplies.

The contractor shall furnish appropriate specimen collection tubes/containers and supplies for 100% of the estimated quantity of applicable tests ordered plus 20%. Supplies shall be delivered to the NBAF Occupational Health Clinic within 7 days following issuance of a task order.

b. Urine drug testing kits

The contractor shall furnish appropriate urine drug testing kits for 100% of the estimated quantity of applicable tests ordered plus 20%. Supplies shall be delivered to the NBAF Occupational Health Clinic within 7 days following issuance of a task order.

c. Transport Containers and Materials

The contractor shall furnish containers and materials to safely and appropriately transport lab specimens to include appropriate container, special preservatives, or transport media required for specimen preservation for 100% of the estimated quantity of tests ordered plus 20%. Supplies shall be delivered to the NBAF Occupational Health Clinic within 7 days following issuance of a task order. Dry ice shall be provided for transport as needed via courier at scheduled pick up time.

d. Transport Labels

The contractor shall furnish appropriate labels required by IATA/DOT dangerous goods labels for transport. Transport labels shall be supplied for 100% of the estimated quantity of tests ordered plus 20%. Supplies shall be delivered to the NBAF Occupational Health Clinic within 7 days following issuance of a task order.

e. Chain of Custody/Requisition Forms.

f. The Contractor shall furnish chain of custody/requisition (test request/order) forms to document specimen transfer and provide for

extended specimen storage. A written record of specimen transfer, from patient, to analyst, to storage and disposal, is maintained on all specimens covered by chain-of-custody.

- g. The contractor shall provide Information and materials via laboratory manual to guide NBAF Occupational Health Clinic collection, including appropriate specimen collection tubes, containers, media, and necessary sample processing (e.g. serum separation). Details regarding appropriate specimen collection tubes and necessary sample storage prior to and during transport must also be provided by the contractor, including information on storage for when samples are collected after drop-off deadlines for a given day.

2.2.2 Transport Services

The Contractor shall transport NBAF lab specimens collected onsite from NBAF to the contractor's laboratory facility.

2.2.2.1 Daily Transport Service

The Contractor shall provide daily transport of routine specimens not identified as irreplaceable from NBAF to the contractor's laboratory. Services shall be performed once daily, Monday – Friday, between 8:00 a.m. and 4:00 p.m. excluding Federal Holidays. The daily routine pick-up time shall be coordinated in advance with the COR or designee. Services shall be coordinated via secured portal, email, fax, and or phone.

The Government will order Daily Transport Services on an annual basis. Payment for Daily Transport Service shall be made on a per day basis at the firm-fixed unit price established in the contract. USDA reserves the right to cancel daily pick up without charge or penalty with 24 hours advance written notice to the Contractor.

2.2.2.2 Irreplaceable Specimen Transport Services

The contractor shall provide expedited irreplaceable specimen transport services from NBAF to the contractor's laboratory upon request and on an as-needed basis.

Contractor must provide the option to USDA to select irreplaceable specimen transport for those specimens that cannot be redrawn or replaced. USDA will notify the lab at time of irreplaceable specimen collection by telephone followed by written record via email or portal. To ensure minimal risk during transport, the contractor must provide an identifier to represent that the specimen is irreplaceable and have tracking capability.

Irreplaceable specimen shall remain with Contractor's receiving and delivering personnel at all times. Irreplaceable specimen shall be delivered directly by medical courier ground vehicle from NBAF to the contractor's laboratory facility staff within that same day. The responsibility for the proper transportation time and conditions is the responsibility of the Contractor. The contractor shall take steps to preserve the integrity of samples during every stage of transport. This includes transport from the collection site to the laboratory, as well as transport within the laboratory. Other sensitive specimens, such as

blood samples, may be damaged by agitation, exposure to daylight and other physical factors. Proper transportation time and conditions is the responsibility of the Contractor.

Irreplaceable Specimen Transport Services will be ordered, and funded based on estimated quantities that the Government anticipates but does not guarantee will be needed/scheduled during the task order period of performance (approximately quarterly). Payment for Irreplaceable Specimen Transport Services shall be made per each scheduled transport at the firm-fixed unit prices established in the contract.

The Government may schedule Irreplaceable Specimen Transport services Monday-Friday between 8:00 a.m. and 4:00 p.m., excluding Federal Holidays. Services shall not be scheduled more frequently than once daily. Same day pick-up and delivery must be available that day for Irreplaceable Specimen transport.

2.2.2.3 Medical Courier Requirements

Contractor or Subcontractors that transport, or ship biological, infectious, and hazardous substances shall comply with all laws, regulations, and policies of Federal, State, and Local governments, the Centers for Disease Control (CDC), Department of Transportation (DOT), International Air Transport Association (IATA), and the USDA.

Contractor or Subcontractors transporting or shipping hazardous materials (hazmat) must be aware of the potential use of hazmat for acts of terrorism and are required to have documented transportation security awareness training. As many biological specimens are now classified as hazmat, it is important for all personnel that are involved in the packing and shipping of laboratory specimens to have hazmat training. The Contractor shall ensure that all personnel who deal with specimen transportation and shipment have the training and certification required by law and regulation. Failure to maintain compliance shall be reason for the Government to terminate the contract.

- The Contractor shall be responsible for transporting in such a manner as to ensure the integrity of the specimen to include proper temperature monitoring.
- Contractor shall provide a contingency plan for failure of cold storage. The Contractor shall have procedures and materials for employees to clean up spilled diagnostic specimens and infectious substances.
- Contractor shall provide a contingency plan in the event of a delay due to an auto accident, severe weather, auto failure, major traffic jams, or road closures.
- Contractor drivers shall be licensed and insured. Contractor employees shall follow chain of custody procedures and provide their signature on the requisition form upon receipt of solicitation specimens.
- Contractor shall ensure secure storage of specimens, which may include overnight storage in a lock box (or equivalent) on Contractor property as long as specimen integrity is maintained and ensured.
- Courier shall provide their signature upon release of the specimens to authorized laboratory personnel and testify in court on the delivery of the specimens, if necessary.
- Contractor shall provide documentation to support compliance requested by USDA.

Samples may be transported to the contract lab via NBAF staff if needed in special circumstances and as mutually agreed upon by both parties.

2.2.3 Testing, Analysis, and Reporting

The contractor shall receive, process, and analyze the samples in a manner that preserves their integrity. Types of lab tests conducted are limited to those specified in Appendix A, "Labs (Estimated Annual Quantity)". The scope of this contract includes adding or removing laboratory tests as mutually agreed upon (52.212-4).

Laboratory tests will be ordered and funded on the basis of estimated quantities that the Government anticipates but does not guarantee. Payment for laboratory services shall be made per each individual laboratory analysis report at the firm-fixed unit prices established in the contract. The contractor shall invoice only for actual services and quantities rendered. Payment shall not exceed the total funded amount, and the Contractor shall not continue performance if doing so would exceed the funded task order amount.

A laboratory analysis report is defined as a final copy of laboratory testing results.

Lab Analysis Report:

The contractor shall submit one (1) one laboratory analysis report per individual for each lab test conducted to include the following information:

- Patient's name and identification code (this may include multiple identifiers)
- Physician's name (if supplied)
- Facility Name
- Patient's location (if supplied)
- Date/time specimen received in Reference Lab
- Test ordered
- Date/time of specimen collection
- Date test completed
- Test result
- Flag abnormal values and critical values
- Reference range
- Toxic and therapeutic range where applicable
- Testing laboratory specimen number
- Name and address of testing laboratory (Contractor and Subcontractor)
- Type of specimen
- All additional comments related to test provided by submitting labs.
- All other information the laboratory has that may indicate the questionable validity of test results
- Unsatisfactory specimen shall be reported with reason of unsuitability for testing
- If results were previously telephoned, the report must include the
- Name of the individual notified of the results

Critical Values: The Contractor shall immediately telephone the COR or USDA NBAF Occupational Health Nurse when results of certain tests fall within established alert or critical ranges. This report shall also be immediately communicated via secure portal, encrypted electronic email, or fax.

Current lab testing turnaround times:

Services shall be performed in accordance with the turnaround times (TAT) incorporated into the contract.

The Contractor shall deliver test results and/or reports to the USDA COR or designated authority via secure portal, encrypted electronic email, or fax within 24 hours from the turnaround times (TAT) established in the contract for that test, Monday through Friday.

The Contractor shall provide an alternate route of transmission (i.e. telephone, or certified confidential courier service) for test results to be provided to the Government in the case of a failure of the primary method of transmission of test results. Specific information regarding when and how the alternate route of transmission will be used will be provided to the assigned COR. The alternate route of transmission is required to comply with all response times required by the contract.

Replacement Samples & Re-Analysis: Replacement samples will be collected by NBAF staff and analyzed by the laboratory in the event that problems occur with shipping or testing or in the event that analytical results are invalidated due to unacceptable QA/QC or rejected by NBAF. NBAF reserves the right to review data deliverables and reject any analytical result. Rejection will be based on sound technical review of the data deliverables by NBAF or its representatives. NBAF also reserves the right to reject any analytical result if contractual requirements are not adhered to. Replacement samples needed due to contractor error shall be analyzed by the laboratory at no additional cost. On occasion NBAF may request that a sample be retested to confirm an unexpected or questionable result. If the result of the reanalyzed sample is significantly different from the original value reported, the laboratory will be expected to retest the sample at least one additional time to determine the most accurate value for reporting purposes and there will be no additional cost to NBAF for these re-analyzed samples.

Service and Maintenance:

The Contractor shall provide telephone number(s) and contact person plus an alternate contact to be used by the Government to make specimen problem inquiries. The Contractor shall include names and telephone numbers of technical directors and pathologists available for consultation.

Contractor shall advise the Government of any changes in methodology, procedure, reference ranges and all new tests. In the event that the Contractor changes the assay procedure or a critically important component of an assay (e.g., antibody, purified antigen, etc.), the Contractor shall notify the CO and assigned COR prior to the intended change

2.2.4 Deliverables

Timely submission of deliverables and reports is essential to successfully completing contract requirements.

- Contractor shall provide a laboratory user manual that will be made available to the Contracting Officer's Representative (COR) at start of service and within 7 days of any updates.
- Contractor shall provide a copy of its policy concerning corrected or amended reports within 7 calendar days of time of award or any changes made thereafter.

3.0 Other Requirements

3.1 Recognized Federal Holidays

The contractor is not required to perform services on Federal holidays. If the holiday falls on a Saturday, the Friday immediately before is the recognized legal holiday. If a holiday falls on a Sunday, the following Monday is the recognized legal holiday.

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Juneteenth	Christmas Day
Independence Day	

3.2 Identification of Contractor Employees

- (a) In all situations where contractor personnel status is not obvious, all contractor personnel are required to identify themselves to avoid creating an impression that such contractor personnel are Government officials. This can occur during meeting attendance, through written (letter or email) correspondence or verbal discussions (in person or telephonic), when making presentations, or in other situations where their contractor status is not obvious to third parties. Contractor employee(s) shall: (1) Not by word or deed give the impression or appearance of being a Government employee; (2) Wear appropriate badges visible above the waist that identify them as contractor employees when in Government spaces, at a Government-sponsored event, or an event outside normal workspaces in support of the contract/order; (3) Clearly identify themselves as contractor employees in telephone conversations and in all formal and informal written and electronic correspondence. Identification shall include the name of the company for whom they work; (4) Identify themselves by name, their company name, if they are a subcontractor the name of the prime contractor their company is supporting, as well as the Government office they are supporting when participating in meetings, conferences, and other interactions in which all parties are not in daily contact with the individual contractor employee; and (5) Be able to provide, when asked, the full number of the contract/order under which they are performing, and the name of the Contracting Officer's Representative.

- (b) If wearing a badge is a risk to safety and/or security, then an alternative means of identification maybe utilized if endorsed by the Contracting Officer's Representative and approved by the Contracting Officer.
- (c) The Contracting Officer will make final determination of compliance with regulations with regard to proper identification of contractor employees.

3.3 Contracting Officer's Representative (COR)

The Contracting Officer will designate in writing a Contracting Officer's Representative (COR) to assist in monitoring the work under this contract. The COR is responsible for the technical administration of the contract and technical liaison with the Contractor. The COR is not authorized to change the scope of work or specifications as stated in the contract, to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, delivery schedule, period of performance, or other terms or conditions. The Contractor will receive a copy of the COR Appointment Letter outlining the roles and responsibilities of the COR.

3.4 Post Award Meeting

After award of the contract, the contractor shall meet with the USDA Contracting Officer's Representative (COR) and designee, to discuss timing, contacts, documentation, and other pertinent information. This kick-off meeting, which will be chaired by the COR, will take place via teleconference at a time mutually agreed upon and within seven (7) days after award of the contract.

3.5 Technical Direction

Performance of the work under this contract shall be subject to the technical direction of the COR or designee. The term "technical direction" is defined to include, without limitation:

- Providing direction to the contractor that redirects contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual performance work statement.
- Providing written information to the contractor that assists in interpreting specifications or technical portions of the work description.
- Reviewing and, where required by the contract, approving technical information to be delivered by the contractor to the Government.

Technical direction must be within the scope of work. It is the contractor's responsibility to contact the Contracting Officer immediately in writing if there is even the appearance of any technical direction that is or may be outside the scope of the contract. Upon receiving the notification from the contractor, the Contracting Officer will promptly advise the contractor that (1) technical direction is within the scope of the contract and does not constitute a change; (2) the Government will issue a written modification; or (3) advise the contractor not to proceed with the instruction or direction by the COR.

A failure of the contractor and Contracting Officer either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of clause 52.212-4 (d), Contract Terms

and Conditions – Commercial Items.

3.6 Government Contacts

Contact information for the Contracting Officer, Contracting Officer Representative, and Alternate Contracting Officer Representative for this contract are as follows:

Contracting Officer: Latisha Hollman
USDA APHIS MRPBS
Phone: (612) 336-3364
Email: Latisha.A.Hollman@usda.gov

Contracting Officer
Representative: Indira Klotzer
1980 Denison Ave.
Manhattan, Kansas 66502
USDA APHIS NBAF Environmental Protection Specialist

Alternate Contracting
Officer Representative: (TBD)
1980 Denison Ave.
Manhattan, Kansas 66502
USDA APHIS NBAF Management and Programs Analyst
Phone: (758) 477-2165
Email:

Although the COR shall be the contractor's main point of contact for coordinating services under this contract, other NBAF Veterinary Services personnel from the medical services division may be assisting in coordinating services under this contract. Their names will be provided after the award during the kickoff meeting. If other VS personnel have contact with the contractor for the purpose of coordinating services, they must include the COR in their communications or advise the COR of any communications with the contractor.

3.7 Invoice Requirements

The Government will make payment in accordance with clause 52.212-4(i) and the Prompt Payment Act (31 U.S.C. 3902). The Contractor may invoice only for services and quantities actually rendered. The USDA, APHIS uses the Invoice Processing Platform (IPP) for electronic submission and tracking of invoices and payment information to its suppliers of goods and services. Invoices shall be submitted electronically to the IPP invoicing system (ipp.gov) against the task order. Invoices shall be prepared monthly in accordance with FAR 52.212-4 (g) and include at minimum:

Name and address of the contractor
Invoice date and number

Contract number, task order number, line item number(s), line item description, quantity, unit of measure, unit price and extended price of items delivered

The invoice description must include a detailed list of individual laboratory analysis reports being invoiced, test date, test type, unit price, and employee ID.

3.8 Security Requirements

Any information made available in any format shall be used only for carrying out the requirements of this contract. Such information shall not be divulged or made known in any manner to any unauthorized person. The Contractor shall immediately notify the USDA CO and COR upon discovery of any inadvertent disclosures of information, including Personally Identifiable Information (PII) and Protected Health Information (PHI). All information arising from this task, both hard copy and electronic, shall be returned to the government at task conclusion.

A. The Contractor will ensure compliance with all applicable security regulations, and all program security operations requirements, for facility access, and handling of materials. Contractor personnel must show a photo ID to gain access to USDA facilities. The Government reserves the right to deny, withhold, or terminate access for cause. All personnel and vehicles entering NBAF property will be subject to search. This includes but is not limited to all vehicles, passengers, items being transported, etc. per 41 CFR Part 102-74.370.

The contractor shall not employ persons for work on this contract if such employee is considered by the USDA to be a potential threat to health, safety, general well-being or operational mission of USDA and its employees and property. If the USDA finds a prospective employee to be unsuitable for his or her assigned duties, the contractor will be advised immediately that such employee cannot continue to work or be assigned to work under the contract.

3.9 Disclosure of sensitive or proprietary

The Contractor shall not disclose sensitive or proprietary information of, or in the possession of, the USDA or any of its operating units, Contractors, or business partners to unauthorized persons. The Contractor will be subject to any penalties imposed by law for unlawful disclosure of Department information. Contractor employees will be required to sign Non-Disclosure Statements.

3.10 HIPPA, HITECH, and Privacy Act

Work on this SOW may require that personnel have access to Privacy Information. Personnel shall adhere to the Privacy Act, Title 5 of the U. S. Code, Section 552a – as amended and applicable agency rules and regulations. The Contractor shall ensure that all contract personnel take the required Privacy training. The Contractor shall protect the privacy, security, and integrity of protected health information (PHI) and personally identifiable information (PII) from unauthorized access and shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinic Health Act of 2009 (HITECH), and Privacy Act of 1974 – as amended. The Contractor shall not use or disclose PHI, except as permitted by law and in accordance with the individual's rights as required under the

HIPAA regulations. Upon termination of this contract, the Contractor shall provide the Government with the PII/PHI data created and amended during contracted service in the form of a common-use electronic format that is readable and accessible by mainstream database or spreadsheet software.

Custody of sensitive information must be protected under The Privacy Act of 1974, 5 U.S.C. § 552a – as amended. The Contractor/Service Provider shall be responsible for safeguarding Personally Identifiable Information (PII) data against unauthorized disclosure, dissemination, or modification in accordance with the requirements, law and USDA PII policy and regulations. This shall include but is not limited to: Privacy and PII data located in IT Systems, software, research data/ information, personnel (institutional knowledge) and buildings/offices.

All Contractor employees under this contract are required to complete Privacy Training annually. The contractor may provide its own training or use the training of another agency. Privacy training shall address the key elements necessary for ensuring the safeguarding of personally identifiable information or a system of records. The training shall be role-based, provide foundational as well as more advanced levels of training, and have measures in place to test the knowledge level of users. At a minimum, the privacy training shall cover—

- a. The provisions of the Privacy Act of 1974 (5 U.S.C. 552a), including penalties for violations of the Act;
- b. The appropriate handling and safeguarding of personally identifiable information;
- c. The authorized and official use of a system of records or any other personally identifiable information;
- d. The restriction on the use of unauthorized equipment to create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise access personally identifiable information;
- e. The prohibition against the unauthorized use of a system of records or unauthorized disclosure;
- f. Access, handling, or use of personally identifiable information; and
- g. Procedures to be followed in the event of a suspected or confirmed breach of a system of records or unauthorized disclosure, access, handling, or use of personally identifiable information (see Office of Management and Budget guidance for Preparing for and Responding to a Breach of Personally Identifiable Information).

3.11 Records Management

- a. Contractor must adhere to 44 U.S.C chapters 21, 29, 31 and 33; Freedom of Information Act (5 U.S.C. 552); Privacy Act (5 U.S.C. 552a); 36 CFR Part 1222 and Part 1228.
- b. Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Government Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest.

- c. Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records.
- d. Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.
- e. Contractor shall not create or maintain any records containing any Government Agency records that are not specifically tied to or authorized by the contract.
- f. The Government Agency owns the rights to all data/records produced as part of this contract.
- g. The Government Agency owns the rights to all electronic information (electronic data, electronic information systems, electronic databases, etc.) and all supporting documentation created as part of this contract. Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.
- h. Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974.
- i. These policies include the preservation of all records created or received regardless of format [paper, electronic, etc.] or mode of transmission [e-mail, fax, etc.] or state of completion [draft, final, etc.].
- j. No disposition of documents will be allowed without the prior written consent of the Contracting Officer.
- k. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the agency records schedules.

3.12 Ownership

The Contractor shall not divulge any data obtained through the execution of this contract to any third parties without explicit written consent from the USDA Contracting Officer or COR. The Contractor shall not have ownership, nor use and/or test any specimens acquired from USDA personnel without explicit authorization by the USDA COR or their designated representative.

4.0 OTHER SPECIAL REQUIREMENTS

4.1 Quality Assurance

The Contractor shall be solely responsible for the supervision, management, and inspection of its employees performing services under this contract. The Contractor will monitor and ensure its employees meet the requirements of this SOW through Quality Control. The contractor shall develop and maintain an effective quality control program (QCP) to ensure services are performed in accordance with contract requirements. The contractor shall provide a Quality

Assurance Manager for oversight of the quality of performance. The contractor shall perform quality assurance on all aspects of contract performance, including any subcontractor that the contractor has arranged to perform work under this contract. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services.

The contractor shall be responsible for maintaining satisfactory standards of employee competence, conduct, appearance, integrity, and for taking such disciplinary action with respect to employees as may be necessary. All work under this contract shall be performed in a skillful and workmanlike manner.

A comprehensive written Quality Control Plan shall be submitted to the cognizant Contracting Officer (CO) and Contracting Officer's Representative (COR) within 14 calendar days of contract award and within 7 calendar days when changes are made thereafter. The QCP shall include, as a minimum, the following items:

- a. Names, qualifications, duties, responsibilities, and authorities of each person assigned a contractor quality control function, including an organizational chart showing lines of authority
- b. Procedures for scheduling, reviewing, and managing submittals, including those of subcontractors
- c. Control and verification tests
- d. Procedures for tracking deficiencies from identification through corrective action. Establish verification procedures that identified deficiencies have been corrected.
- e. Reporting procedures, including proposed reporting formats and tracking spreadsheets (training, SOP development, etc.)
- f. Procedures for controlling PIV cards, key cards, access badges, lock combinations, access Codes.

4.2 Quality Assurance Meetings

The USDA CO/COR may require the Contractor program or project manager to meet with USDA officials, and other government personnel as necessary. The Contractor may request a meeting with the USDA CO/COR or their designated representative whenever the Contractor's technical or administrative personnel believe such a meeting is necessary. The Contractor shall prepare and provide written minutes of any such meetings to the USDA CO/COR or their designated representative for signature by the USDA CO/COR. If the USDA CO/COR or their designated representative does not concur with any portion of the minutes, notice of such non-concurrence will be provided to the Contractor program or project manager and task orders representative within 5 business working calendar days following receipt of the minutes. The Contractor shall acknowledge or resolve all disputes and resubmit the minutes to the USDA CO/COR within 5 business days of receipt of the USDA non-concurrence.

4.3 Performance Measurements

4.3.1 Performance Quality Evaluation

The quality of service be assessed by the USDA COR or their designated representative based on an evaluation of services provided. The performance of contract personnel, the quality of services rendered, and any documentation or written material in support of the same, shall be

subject to continuous inspection, surveillance, and review for acceptance by the Contracting Officer or COR. Any services rendered by the contract personnel to patients or interaction with other federal personnel deemed unprofessional, threatening, or dangerous by the Contracting Officer will be grounds for termination for cause.

The Government will periodically evaluate the Contractor performance in accordance with the performance goals and objectives of the SOW. Government surveillance of tasks not listed or by methods other than those listed may occur during the performance period of the contract. Such surveillance will be accomplished according to standard inspection procedures. Any action taken by the USDA Contracting Officer as a result of surveillance will be in accordance with the terms of the contract.

4.3.1.1 Key Areas. Performance factors to be monitored include and are not limited to: Contractor providing personnel that meet and/or exceed the minimum qualification standards; patient customer service comments, compliance with Federal and State healthcare policies and procedures.

Key Areas of Performance (Performance Requirements Summary):

Performance Objective	Acceptable Quality Level	Assessment Method
Testing services will be performed in accordance with the turnaround times (TAT) established in the contract.	Satisfactory: TAT: 90% or greater of monthly results will be reported within established TAT Unsatisfactory: TAT: Less than 90% of monthly results will be reported within established TAT	COR will monitor TAT's.
Ensure the safety and integrity of specimens.	No loss or destruction of specimens.	Contractor reporting; Government inquiries and direct observation.
Provide qualified laboratory personnel	Satisfactory: 100% Unsatisfactory: Less than 100%	COR initial and periodic surveillance
Timely completion of requested transport services	Satisfactory: 90% or greater on time pick-up and delivery Unsatisfactory: Less than 90% on time pick-up and delivery	COR initial and periodic surveillance
Compliant with Federal and State Healthcare policies and procedures	Satisfactory: 100% Unsatisfactory: Less than 100%	COR initial and periodic surveillance

4.3.1.2 Key Areas Performance Evaluation Meetings

The USDA CO/COR may require the Contractor program or project manager to meet with the USDA officials, and other government personnel as necessary. The Contractor may request a meeting with the USDA CO/COR whenever the Contractor's technical or administrative personnel believe such a meeting is necessary.

Appendix A: Labs (Estimated Annual Quantity)

Note: Estimated annual quantities are not guaranteed and subject to change

Lab	Estimated Quantity Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4
Lipid Panel, serum <ul style="list-style-type: none">• Total Cholesterol• Triglycerides• High-Density Lipoprotein (HDL) Cholesterol• Low-Density Lipoprotein (LDL) Cholesterol• Very Low-Density Lipoprotein (VLDL) Cholesterol• Non-HDL Cholesterol	90	90	90	90	90
Renal Function Panel, Serum <ul style="list-style-type: none">• Glucose• Calcium• Sodium• Potassium• Chloride• Bicarbonate Anion Gap• Blood Urea Nitrogen (BUN)• Creatinine• Estimated Glomerular Filtration Rate (eGFR)• Albumin• Phosphorus	90	90	90	90	90

Hepatic Function Panel Serum <ul style="list-style-type: none"> • Total Bilirubin • Direct Bilirubin • Aspartate Aminotransferase (AST) • Alanine Aminotransferase (ALT) • Alkaline Phosphatase (ALP) • Albumin • Total Protein 	90	90	90	90	90
Complete Blood Count (CBC) w/o Differential <ul style="list-style-type: none"> • Hematocrit • Hemoglobin • MCH • MCHC • MCV • RDW • red blood cell count (RBC) • platelet count • white blood cell count (WBC) 	90	90	90	90	90
Complete Blood Count (CBC) with Differential <ul style="list-style-type: none"> • Hemoglobin • Red Blood Cell Count (RBC) • Hematocrit • Mean Corpuscular Volume (MCV) • Mean Corpuscular Hemoglobin (MCH) • Mean Corpuscular Hemoglobin Concentration (MCHC) • Red Cell Distribution Width (RDW) 	90	90	90	90	90

<ul style="list-style-type: none"> • White Blood Cell (WBC) Count • WBC Absolute and Percentage Differential Counts • Platelet Count 					
Rabies Rapid Fluorescent Focus Inhibition Test	100	100	100	100	100
Comprehensive Metabolic Panel (CMP)- <ul style="list-style-type: none"> • Glucose • Calcium • Sodium • Potassium • Chloride • Bicarbonate • Anion Gap • Blood Urea Nitrogen (BUN) • Creatinine • Estimated Glomerular Filtration Rate (eGFR) • Total Protein • Albumin • Aspartate Aminotransferase (AST) • Alanine Aminotransferase (ALT) • Alkaline Phosphatase (ALP) • Total Bilirubin 	90	90	90	90	90
Urinalysis (UA) w/o Micro- <ul style="list-style-type: none"> • Color • Appearance • Specific Gravity • pH • Bilirubin • Urobilinogen 	360	360	360	360	360

<ul style="list-style-type: none"> • Protein • Glucose • Ketones • Occult Blood • Leukocyte Esterase • Nitrite 					
Urinalysis (UA) with Micro- <ul style="list-style-type: none"> • Color • Appearance • Specific Gravity • pH • Bilirubin • Urobilinogen • Protein • Glucose • Ketones • Occult Blood • Leukocyte Esterase • Nitrite • Red Blood Cells (RBC) • White Blood Cells (WBC) • Epithelial Cells • Bacteria, Yeast, Parasites • Casts • Crystals 	10	10	10	10	10
QuantiferON-TB Gold Plus (QFT-Plus)	90	90	90	90	90
Hepatitis B Surface Antibody, Quantitative (Hep B Titer), Serum	316	316	316	316	316
Hepatitis C Virus (HCV) RNA-Detection and Quantification by Real-Time Reverse Transcription-PCR(RT-PCR), serum	6	6	6	6	6

Hepatitis Panel-A Hepatitis Blood Test Panel includes: <ul style="list-style-type: none"> • Hepatitis A antibody IgM • Hepatitis B core antibody, IgM • Hepatitis B surface Antigen • Hepatitis C antibody with reflex 	6	6	6	6	6
HIV-1/2 Antigen and Antibody Screen (4th generation) with P24 Antigen Screen	6	6	6	6	6
HIV-1/2 Rapid Antibody Screening	6	6	6	6	6
Acetylcholinesterase, Erythrocytes, Blood (AChE)-tests organophosphate insecticide exposure	46	46	46	46	46
Pregnancy HCG test	6	6	6	6	6
Thyroid-Stimulating Hormone (TSH), Serum	46	46	46	46	46
Prothrombin time/International normalized ratio (PT/INR)	46	46	46	46	46
PSA	6	6	6	6	6
Leptospira, IgM, Serum	46	46	46	46	46
Q-fever antibody, IgG and IgM, serum	46	46	46	46	46

West Nile Virus Antibody, IgG and IgM, Serum	46	46	46	46	46
Western Equine Encephalitis Antibody, IgG and IgM, serum	46	46	46	46	46
Brucella Antibody Screen, IgG and IgM, serum	46	46	46	46	46
Brucella antibody, agglutination	46	46	46	46	46
Chlamydia psittaci Antibody Screen, IgG and IgM, serum	46	46	46	46	46
Eastern Equine Encephalitis Antibody, IgG and IgM, serum	46	46	46	46	46
Rickettsia prowazekii	46	46	46	46	46
Francisella Tularensis Antibody, Serum	46	46	46	46	46
Urine Drug Screen Panel 5-12	400	400	400	400	400
Japanese Encephalitis Antibody Screen, IgM, IgG serum	46	46	46	46	46
Glucose-6-Phosphate Dehydrogenase (G6PD) Quantitative	46	46	46	46	46

SECTION 5.0 Contract Clauses

FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998)

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

NUMBER	TITLE	DATE
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	Jun 2020
52.204-13	System for Award Management Maintenance	Oct 2018
52.204-18	Commercial and Government Entity Code Maintenance	Aug 2020
52.212-4	Contract Terms and Conditions – Commercial Items	Dec 2022
52.227-14	Rights in Data – General	May 2014
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Mar 2023

The following clauses are incorporated by full text:

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
 - (b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:
 - (1) When no longer needed for contract performance.
 - (2) Upon completion of the Contractor employee's employment.
 - (3) Upon contract completion or termination.
 - (c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.
 - (d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.
- (End of clause)

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)

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

- (1) Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.
- (2) Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.
- (3) Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information ([44 U.S.C. 3502](#)).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

- (i)* Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
- (ii)* Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
- (iii)* Verify and control/limit connections to and use of external information systems.
- (iv)* Control information posted or processed on publicly accessible information systems.
- (v)* Identify information system users, processes acting on behalf of users, or devices.
- (vi)* Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (vii)* Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (viii)* Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (ix)* Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x)* Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi)* Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii)* Identify, report, and correct information and information system flaws in a timely manner.
- (xiii)* Provide protection from malicious code at appropriate locations within organizational information systems.

- (xiv) Update malicious code protection mechanisms when new releases are available.
- (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

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:

[Contracting Officer check as appropriate.]

X (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).

☐ (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].

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

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

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

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

☐ (10) [Reserved].

☐ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (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]

☒ (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).

X (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)).

X (27) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).

X (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Dec 2022) (E.O.13126).

X (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

X (30)

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

___ (ii) Alternate I (Feb 1999) of 52.222-26.

X (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.

X (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.

X (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

X (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (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).

X (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 offthe-shelf items.)

☐ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
☒ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
☐ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
☐ (40)
☐ (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
☐ (ii) Alternate I (Oct 2015) of 52.223-13.
☐ (41)
☐ (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
☐ (ii) Alternate I (Jun 2014) of 52.223-14.
☐ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).
☐ (43)
☐ (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
☐ (ii) Alternate I (Jun 2014) of 52.223-16.
☒ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
☐ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
☐ (46) 52.223-21, Foams (Jun 2016) (E.O. 13693).
☒ (47)
☐ (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 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).

X (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).

X (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).

X (60) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

X (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

X (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:
[Contracting Officer check as appropriate.]

X (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter67).

X (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).

X (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) (29U.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).

X (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

X (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)

52.216-18 Ordering. (Aug 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Date of Award through the contract period of performance end date.

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

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

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

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

(3) If sent electronically, the Government either—

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

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

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

(End of clause)

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$2,500 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of **\$2,500**

(2) Any order for a combination of items in excess of **\$300,000**; or

(3) A series of orders from the same ordering office within seven (7) business days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two (2) business days after issuance, with written notice stating the Contractor's intent not to perform the services called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 days after contract expiration.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor in accordance with clause 52.217-9, Option To Extend the Term of the Contract.

(End of clause)

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

(a) The term of the base period shall be from the date of the award of the contract through 12 months. The Government has the right to extend the term of the contract for four additional Option periods (12 months each). The Government may extend the term of this contract by written notice to the Contractor at any time prior to the expiration of the base period or preceding option period. Exercise of any option shall be evidenced on a Standard Form 30. An option shall be considered to have been exercised: (1) at the time the Government transmits written notification to the Contractor if the transmission is by fax, email, or other electronic means; or (2) at the time the Government deposits the notification in the mail.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed cumulative period of five years and six months (52.217-8).

(End of Clause)

52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 ([5 U.S.C.552a](#)) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

(End of clause)

52.224-2 PRIVACY ACT (APR 1984)

(a) The Contractor agrees to-

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies-

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this paragraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c)

(1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

(End of clause)

52.228-5 INSURANCE – WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such

period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price

(End of Clause)

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to-

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to

conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

52.237-7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (JAN 1997)

(a) It is expressly agreed and understood that this is a nonpersonal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over professional aspects of the services rendered, including by example, the Contractor's professional medical judgment, diagnosis, or specific medical treatments. The Contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents. The Contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: **The Contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier of not less than the minimum required by the State of KS OR at least \$1,000,000 per occurrence and \$3,000,000 aggregate.**

(b) An apparently successful offeror, upon request by the Contracting Officer, shall furnish prior to contract award evidence of its insurability concerning the medical liability insurance required by paragraph (a) of this clause.

(c) Liability insurance may be on either an occurrences basis or on a claims-made basis. If the policy is on a claims-made basis, an extended reporting endorsement (tail) for a period of not less than 3 years after the end of the contract term must also be provided.

(d) Evidence of insurance documenting the required coverage for each health care provider who will perform under this contract shall be provided to the Contracting Officer prior to the commencement of services under this contract. If the insurance is on a claims-made basis and evidence of an extended reporting endorsement is not provided prior to the commencement of services, evidence of such endorsement shall be provided to the Contracting Officer prior to the expiration of this contract. Final payment under this contract shall be withheld until evidence of the extended reporting endorsement is provided to the Contracting Officer.

(e) The policies evidencing required insurance shall also contain an endorsement to the effect that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer. If, during the performance period of the contract the Contractor changes insurance providers, the Contractor must provide evidence that the Government will be

indemnified to the limits specified in paragraph (a) of this clause, for the entire period of the contract, either under the new policy, or a combination of old and new policies.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts under this contract for health care services and shall require such subcontractors to provide evidence of and maintain insurance in accordance with paragraph (a) of this clause. At least 5 days before the commencement of work by any subcontractor, the Contractor shall furnish to the Contracting Officer evidence of such insurance.

* Contracting Officer insert the dollar value(s) of standard coverage(s) prevailing within the local community as to the specific medical specialty, or specialties, concerned, or such higher amount as the Contracting Officer deems necessary to protect the Government's interests.

(End of clause)

452.204-70, MODIFICATION FOR CONTRACT CLOSEOUT

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

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

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

452.216-73 MINIMUM AND MAXIMUM CONTRACT AMOUNTS (FEB 1988)

During the base period specified in FAR clause 52.216-18, Ordering, the Government shall place orders totaling a minimum of **\$100,000**. Task Orders will not exceed a cumulative maximum of **\$4,000,000** from date of award through date of contract expiration.

(End of clause)

452.224-70 CONFIDENTIALITY OF INFORMATION (FEB 1998)

(a) Confidential information, as used in this clause, means --

- (1) Information or data of a personal nature, proprietary about an individual, or (2) information or data submitted by or pertaining to an organization.
- (b) In addition to the types of confidential information described in (a)(1) and (2) above, information which might require special consideration with regard to the timing of its disclosure may derive from studies or research, during which public disclosure of primarily invalidated findings could create an erroneous conclusion which might threaten public health or safety if acted upon.
- (c) The Contracting Officer and the Contractor may, by mutual consent, identify elsewhere in this contract specific information and/or categories of information which the Government will furnish to the Contractor or that the Contractor is expected to generate which is confidential. Similarly, the contracting Officer and the Contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. Failure to agree will be settled pursuant to the "Disputes" clause.
- (d) If it is established that information to be utilized under this contract is subject to the Privacy Act, the Contractor will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.
- (e) Confidential information, as defined in (a)(1) and (2) above, shall not be disclosed without the prior written consent of the individual, institution or organization.
- (f) Written advance notice of at least 45 days will be provided to the Contracting Officer of the Contractor's intent to release findings of studies or research, which have the possibility of adverse effects on the public or the Federal agency, as described in (b) above. If the Contracting Officer does not pose any objections in writing within the 45 day period, the contractor may proceed with disclosure. Disagreements not resolved by the Contractor and Contracting Officer will be settled pursuant to the "Disputes" clause.
- (g) Whenever the Contractor is uncertain with regard to the proper handling of material under the contract, or if the material in question is subject to the Privacy Act or is confidential information subject to the provisions of this clause, the Contractor shall obtain a written determination from the Contracting Officer prior to any release, disclosure, dissemination, or publication.
- (h) The provisions of paragraph (e) of this clause shall not apply when the information is subject to conflicting or overlapping provisions in other Federal, State or local laws.

(End of Clause)

452.228-71 INSURANCE COVERAGE (NOV 1996)

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

- (a) Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

(b) General Liability. The Contractor shall have bodily injury liability insurance coverage written on a comprehensive form of policy of at least \$500,000 per occurrence

(c) Automobile Liability. The Contractor shall have automobile liability insurance written on a comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage or loss.

(d) Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger injury. Coverage for passenger injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(End of Clause)

452.237-75 RESTRICTIONS AGAINST DISCLOSURE (FEB 1988)

(a) The Contractor agrees, in the performance of this contract, to keep all information contained in source documents or other media furnished by the Government in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part in any manner or form, or to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a "need to know" basis. The Contractor agrees to immediately notify in writing, the Contracting Officer, named herein, in the event that the Contractor determines or has reason to suspect a breach of this requirement.

(b) The Contractor agrees not to disclose any information concerning the work under this contract to any persons or individual unless prior written approval is obtained from the Contracting Officer. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

(End of Clause)

6.0 Solicitation Provisions

The following FAR provisions are considered applicable to this solicitation:

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

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

NUMBER	TITLE	DATE
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	AUG 2020
52.212-1	INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS	NOV 2021

52.204-20 PREDECESSOR OF OFFEROR (AUG 2020)

(a) Definitions. As used in this provision–

Commercial and Government Entity (CAGE) code means–

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

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

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

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

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

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

Predecessor CAGE code: _____ (or mark "Unknown").

Predecessor legal name: _____.

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

(End of provision)

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

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

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

(a) Definitions. As used in this provision—

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

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

(1) The total value of all current, active contracts and grants, including all priced options; and

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

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

(b) The offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

52.212-1 ADDENDUM

52.212-1 Instructions to Offerors – Commercial Items, is replaced in its entirety by this addendum.

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, 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 is 500 employees if the acquisition—

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

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

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

(b) *Submission of Quotes.* Submit quotes to Latisha Hollman at latisha.a.hollman@usda.gov at or before the date/time specified in this solicitation. See “Instructions to Quoters” for quotation submission requirements.

(c) *Quote Term.* Quotations shall be valid for at least 30 calendar days from the date specified for receipt of quotations, unless another time period is specified in the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender’s request and expense, unless they are destroyed during preaward testing.

(e) *Multiple Quotations.* Quoters are encouraged to submit multiple quotations for satisfying the requirements of this solicitation. Each quote submitted will be evaluated separately.

(f) *Submission deadline.* Quotes must be received by the date and time specified in this solicitation. A late quote will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late quote would not unduly delay the acquisition. In the case of an emergency or unanticipated event that delays Government 20 operations so that quotes cannot be received, the deadline will be extended by one working day.

(g) *Contract Award.* Quotations should contain the quoter's best technical and price terms. The Contracting Officer may reject any or all quotations. The Contracting Officer may award to other than the quoter with the lowest priced quotation. After conducting a comparative evaluation of quotations in accordance with FAR Part 13, Simplified Acquisition Procedures, the Contracting Officer may negotiate final terms with one or more quoters of the Government's choice before issuing the contract. The Contracting Officer will not negotiate with any quoters other than those of the Government's choice and will not use the formal source selection procedures described in FAR part 15.

(h) *Multiple awards.* The Government may issue a contract for any item or group of items of a quotation, unless the quoter qualifies the quotation by specific limitations. Unless otherwise provided in the Schedule, quotations may not be submitted for quantities less than those specified. The Government reserves the right to issue a contract for any item for a quantity less than the quantity quoted, at the unit prices quoted, unless the quoter specifies otherwise in the quotation.

(i) Availability of requirements documents cited in the solicitation.

(1)

(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to-

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

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

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

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

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

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

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

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

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Unique entity identifier.* (Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR [subpart 32.11](#)) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) *Requests for information.* The contracting officer will not notify unsuccessful quoters that responded to this solicitation. Quoters may request information on award(s) resulting from this solicitation from the contracting officer.

(End of Addendum)

52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)

(a) Evaluations will be conducted in accordance with Simplified Acquisition Procedures (FAR Part 13). The Government will award a contract resulting from this solicitation to the responsible quoter whose quotation conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The Government may award to other than the lowest priced quote. The following factors shall be used to evaluate quotations:

- i. Technical Capability
- ii. Past Performance
- iii. Price

See "Instructions to Quoters" (page 1-2) for submission requirements.

(b) There are no separate submission requirements for "Past Performance". To evaluate past performance, the Government will rely, among other information, the submittals required under "Technical Capability". The Government's assessment of past performance will focus mainly on the Quoter's and major subcontractors' reputations with customers and other sources. The Government may use information provided with the quotation and information obtained from other sources.

The Government will consider the currency of past performance information, source of the information, context of the data, and general trends in the quoter's and major subcontractor's performance. In the

case of a Quoter for which no information on past performance is available, the Past Performance factor will be evaluated as neutral (having no favorable or unfavorable impact on the evaluation), provided the Quoter certifies in the quote submission that additional past performance information is not available and provides an acceptable explanation as to why past performance information is not available.

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

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (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*. 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"—

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service connected, as defined in [38 U.S.C. 101\(16\)](#).

Small business concern—

- (1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.
- (2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to

control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

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

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—
 - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
 - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

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

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.

(b)

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

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

this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

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

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

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

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

(1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

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

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

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR124.1002.

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

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

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

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

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

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

Note: Complete paragraphs (c)(8) and (c)(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, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

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

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

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

(1)

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

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

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

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#).

(g)

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

(i)

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

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

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

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

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#).

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

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

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

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

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

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

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

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

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

(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 22.1503(b).]

(1) Listed end products.

Line Item No.	Country 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 the 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 CFR1.6049-4;

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 e-mail questions concerning sensitive technology to the Department of State at 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 (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 website 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 website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website 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 website(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(u)

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts

(and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

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

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

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

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

(2) The Offeror represents that—

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

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

(End of Provision)

52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS – NOTICE AND REPRESENTATION (JUN 2020)

(a) Definitions. As used in this provision—

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

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

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

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

(2) A domestic partnership;

(3) A domestic corporation;

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

(5) Any trust if—

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

"REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5337
Director	Wage Determinations	Revision No.: 20
		Date Of Last Revision: 12/27/2022

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

State: Kansas
Area: Kansas Counties of Pottawatomie, Riley

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.64***
01012 - Accounting Clerk II		16.44
01013 - Accounting Clerk III		18.38

01020 - Administrative Assistant
01035 - Court Reporter
01041 - Customer Service Representative I
01042 - Customer Service Representative II
01043 - Customer Service Representative III
01051 - Data Entry Operator I
01052 - Data Entry Operator II
01060 - Dispatcher, Motor Vehicle
01070 - Document Preparation Clerk
01090 - Duplicating Machine Operator
01111 - General Clerk I
01112 - General Clerk II
01113 - General Clerk III
01120 - Housing Referral Assistant
01141 - Messenger Courier
01191 - Order Clerk I
01192 - Order Clerk II
01261 - Personnel Assistant (Employment) I
01262 - Personnel Assistant (Employment) II
01263 - Personnel Assistant (Employment) III
01270 - Production Control Clerk
01290 - Rental Clerk
01300 - Scheduler, Maintenance
01311 - Secretary I
01312 - Secretary II
01313 - Secretary III
01320 - Service Order Dispatcher
01410 - Supply Technician
01420 - Survey Worker
01460 - Switchboard Operator/Receptionist
01531 - Travel Clerk I
01532 - Travel Clerk II
01533 - Travel Clerk III
01611 - Word Processor I
01612 - Word Processor II
01613 - Word Processor III
05000 - Automotive Service Occupations
05005 - Automobile Body Repairer, Fiberglass
05010 - Automotive Electrician
05040 - Automotive Glass Installer
05070 - Automotive Worker
05110 - Mobile Equipment Servicer
05130 - Motor Equipment Metal Mechanic
05160 - Motor Equipment Metal Worker
05190 - Motor Vehicle Mechanic
05220 - Motor Vehicle Mechanic Helper
05250 - Motor Vehicle Upholstery Worker
05280 - Motor Vehicle Wrecker
05310 - Painter, Automotive
05340 - Radiator Repair Specialist
05370 - Tire Repairer

22.72
18.83
13.14**
14.34**
16.09**
13.24**
14.45**
18.83
15.00**
15.00**
11.85**
12.94**
14.52**
20.99
12.23**
13.74**
15.00**
16.83
18.83
20.99
23.29
17.37
16.83
16.83
18.83
20.99
16.83
22.72
15.84**
13.43**
14.15**
14.96**
15.97**
15.00**
16.83
18.83

19.18
17.55
16.62
16.62
15.23**
18.41
16.62
18.41
14.59**
15.96**
16.62
17.55
16.62
14.57**

05400 - Transmission Repair Specialist	18.41
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.66***
07041 - Cook I	11.96***
07042 - Cook II	13.61***
07070 - Dishwasher	10.26***
07130 - Food Service Worker	10.73***
07210 - Meat Cutter	16.85
07260 - Waiter/Waitress	9.02***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	21.78
09040 - Furniture Handler	15.18***
09080 - Furniture Refinisher	21.78
09090 - Furniture Refinisher Helper	17.84
09110 - Furniture Repairer, Minor	20.58
09130 - Upholsterer	21.78
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.63***
11060 - Elevator Operator	11.63***
11090 - Gardener	18.07
11122 - Housekeeping Aide	11.56***
11150 - Janitor	11.56***
11210 - Laborer, Grounds Maintenance	14.05***
11240 - Maid or Houseman	11.22***
11260 - Pruner	12.77***
11270 - Tractor Operator	16.75
11330 - Trail Maintenance Worker	14.05***
11360 - Window Cleaner	12.72***
12000 - Health Occupations	
12010 - Ambulance Driver	18.02
12011 - Breath Alcohol Technician	20.03
12012 - Certified Occupational Therapist Assistant	27.48
12015 - Certified Physical Therapist Assistant	27.48
12020 - Dental Assistant	19.30
12025 - Dental Hygienist	35.32
12030 - EKG Technician	30.36
12035 - Electroneurodiagnostic Technician	30.36
12040 - Emergency Medical Technician	18.02
12071 - Licensed Practical Nurse I	17.90
12072 - Licensed Practical Nurse II	20.03
12073 - Licensed Practical Nurse III	22.33
12100 - Medical Assistant	14.89***
12130 - Medical Laboratory Technician	23.08
12160 - Medical Record Clerk	17.04
12190 - Medical Record Technician	19.06
12195 - Medical Transcriptionist	17.90
12210 - Nuclear Medicine Technologist	44.03
12221 - Nursing Assistant I	12.21***
12222 - Nursing Assistant II	13.73***
12223 - Nursing Assistant III	14.98***
12224 - Nursing Assistant IV	16.81

12235 - Optical Dispenser	20.03
12236 - Optical Technician	17.90
12250 - Pharmacy Technician	14.85***
12280 - Phlebotomist	17.18
12305 - Radiologic Technologist	28.42
12311 - Registered Nurse I	23.96
12312 - Registered Nurse II	29.29
12313 - Registered Nurse II, Specialist	29.29
12314 - Registered Nurse III	35.44
12315 - Registered Nurse III, Anesthetist	35.44
12316 - Registered Nurse IV	42.47
12317 - Scheduler (Drug and Alcohol Testing)	24.82
12320 - Substance Abuse Treatment Counselor	24.33
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.03
13012 - Exhibits Specialist II	22.33
13013 - Exhibits Specialist III	27.34
13041 - Illustrator I	18.03
13042 - Illustrator II	22.33
13043 - Illustrator III	27.34
13047 - Librarian	24.76
13050 - Library Aide/Clerk	13.39***
13054 - Library Information Technology Systems Administrator	22.33
13058 - Library Technician	15.31***
13061 - Media Specialist I	16.12***
13062 - Media Specialist II	18.03
13063 - Media Specialist III	20.11
13071 - Photographer I	14.95***
13072 - Photographer II	16.73
13073 - Photographer III	20.72
13074 - Photographer IV	25.35
13075 - Photographer V	30.67
13090 - Technical Order Library Clerk	16.81
13110 - Video Teleconference Technician	14.99***
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.86***
14042 - Computer Operator II	16.86
14043 - Computer Operator III	18.53
14044 - Computer Operator IV	20.59
14045 - Computer Operator V	22.81
14071 - Computer Programmer I	22.89
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	14.86***
14160 - Personal Computer Support Technician	20.59
14170 - System Support Specialist	22.81

15000	- Instructional Occupations	
15010	- Aircrew Training Devices Instructor (Non-Rated)	30.25
15020	- Aircrew Training Devices Instructor (Rated)	36.60
15030	- Air Crew Training Devices Instructor (Pilot)	43.87
15050	- Computer Based Training Specialist / Instructor	30.25
15060	- Educational Technologist	30.70
15070	- Flight Instructor (Pilot)	43.87
15080	- Graphic Artist	21.89
15085	- Maintenance Test Pilot, Fixed, Jet/Prop	43.87
15086	- Maintenance Test Pilot, Rotary Wing	43.87
15088	- Non-Maintenance Test/Co-Pilot	43.87
15090	- Technical Instructor	21.55
15095	- Technical Instructor/Course Developer	26.38
15110	- Test Proctor	17.38
15120	- Tutor	17.38
16000	- Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010	- Assembler	10.46***
16030	- Counter Attendant	10.46***
16040	- Dry Cleaner	13.21***
16070	- Finisher, Flatwork, Machine	10.46***
16090	- Presser, Hand	10.46***
16110	- Presser, Machine, Drycleaning	10.46***
16130	- Presser, Machine, Shirts	10.46***
16160	- Presser, Machine, Wearing Apparel, Laundry	10.46***
16190	- Sewing Machine Operator	14.04***
16220	- Tailor	14.88***
16250	- Washer, Machine	11.37***
19000	- Machine Tool Operation And Repair Occupations	
19010	- Machine-Tool Operator (Tool Room)	25.05
19040	- Tool And Die Maker	29.47
21000	- Materials Handling And Packing Occupations	
21020	- Forklift Operator	16.93
21030	- Material Coordinator	23.29
21040	- Material Expediter	23.29
21050	- Material Handling Laborer	14.19***
21071	- Order Filler	13.16***
21080	- Production Line Worker (Food Processing)	16.93
21110	- Shipping Packer	15.40***
21130	- Shipping/Receiving Clerk	15.40***
21140	- Store Worker I	14.18***
21150	- Stock Clerk	19.02
21210	- Tools And Parts Attendant	16.93
21410	- Warehouse Specialist	16.93
23000	- Mechanics And Maintenance And Repair Occupations	
23010	- Aerospace Structural Welder	27.45
23019	- Aircraft Logs and Records Technician	22.35
23021	- Aircraft Mechanic I	26.27
23022	- Aircraft Mechanic II	27.45
23023	- Aircraft Mechanic III	28.36
23040	- Aircraft Mechanic Helper	19.36
23050	- Aircraft, Painter	25.05

23060	- Aircraft Servicer	22.35
23070	- Aircraft Survival Flight Equipment Technician	25.05
23080	- Aircraft Worker	23.67
23091	- Aircrew Life Support Equipment (ALSE) Mechanic	23.67
I		
23092	- Aircrew Life Support Equipment (ALSE) Mechanic	26.27
II		
23110	- Appliance Mechanic	25.05
23120	- Bicycle Repairer	20.80
23125	- Cable Splicer	35.48
23130	- Carpenter, Maintenance	21.79
23140	- Carpet Layer	23.67
23160	- Electrician, Maintenance	28.47
23181	- Electronics Technician Maintenance I	23.67
23182	- Electronics Technician Maintenance II	25.05
23183	- Electronics Technician Maintenance III	26.27
23260	- Fabric Worker	22.35
23290	- Fire Alarm System Mechanic	26.27
23310	- Fire Extinguisher Repairer	20.80
23311	- Fuel Distribution System Mechanic	26.27
23312	- Fuel Distribution System Operator	20.80
23370	- General Maintenance Worker	17.73
23380	- Ground Support Equipment Mechanic	26.27
23381	- Ground Support Equipment Servicer	22.35
23382	- Ground Support Equipment Worker	23.67
23391	- Gunsmith I	20.80
23392	- Gunsmith II	23.67
23393	- Gunsmith III	26.27
23410	- Heating, Ventilation And Air-Conditioning Mechanic	24.81
23411	- Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	25.93
23430	- Heavy Equipment Mechanic	23.90
23440	- Heavy Equipment Operator	21.24
23460	- Instrument Mechanic	26.27
23465	- Laboratory/Shelter Mechanic	25.05
23470	- Laborer	14.19**
23510	- Locksmith	25.05
23530	- Machinery Maintenance Mechanic	33.14
23550	- Machinist, Maintenance	25.22
23580	- Maintenance Trades Helper	19.36
23591	- Metrology Technician I	26.27
23592	- Metrology Technician II	27.45
23593	- Metrology Technician III	28.36
23640	- Millwright	26.27
23710	- Office Appliance Repairer	23.36
23760	- Painter, Maintenance	19.02
23790	- Pipefitter, Maintenance	25.50
23810	- Plumber, Maintenance	24.55
23820	- Pneudraulic Systems Mechanic	26.27
23850	- Rigger	26.27

23870	- Scale Mechanic	23.67
23890	- Sheet-Metal Worker, Maintenance	26.27
23910	- Small Engine Mechanic	23.67
23931	- Telecommunications Mechanic I	25.36
23932	- Telecommunications Mechanic II	27.20
23950	- Telephone Lineman	26.63
23960	- Welder, Combination, Maintenance	21.87
23965	- Well Driller	26.27
23970	- Woodcraft Worker	26.27
23980	- Woodworker	20.80
24000	- Personal Needs Occupations	
24550	- Case Manager	16.95
24570	- Child Care Attendant	10.42**
24580	- Child Care Center Clerk	15.05**
24610	- Chore Aide	12.03**
24620	- Family Readiness And Support Services Coordinator	16.95
24630	- Homemaker	17.66
25000	- Plant And System Operations Occupations	
25010	- Boiler Tender	26.27
25040	- Sewage Plant Operator	24.52
25070	- Stationary Engineer	26.27
25190	- Ventilation Equipment Tender	19.36
25210	- Water Treatment Plant Operator	24.52
27000	- Protective Service Occupations	
27004	- Alarm Monitor	18.24
27007	- Baggage Inspector	13.06**
27008	- Corrections Officer	20.62
27010	- Court Security Officer	20.53
27030	- Detection Dog Handler	14.61**
27040	- Detention Officer	20.62
27070	- Firefighter	20.62
27101	- Guard I	13.06**
27102	- Guard II	14.61**
27131	- Police Officer I	23.00
27132	- Police Officer II	25.55
28000	- Recreation Occupations	
28041	- Carnival Equipment Operator	14.34**
28042	- Carnival Equipment Repairer	15.47**
28043	- Carnival Worker	10.93**
28210	- Gate Attendant/Gate Tender	14.00**
28310	- Lifeguard	12.47**
28350	- Park Attendant (Aide)	15.66**
28510	- Recreation Aide/Health Facility Attendant	11.96**
28515	- Recreation Specialist	15.76**
28630	- Sports Official	13.06**
28690	- Swimming Pool Operator	17.60
29000	- Stevedoring/Longshoremen Occupational Services	
29010	- Blocker And Bracer	23.67
29020	- Hatch Tender	23.67
29030	- Line Handler	23.67

29041	- Stevedore I	22.35
29042	- Stevedore II	25.05
30000	- Technical Occupations	
30010	- Air Traffic Control Specialist, Center (HFO) (see 2)	41.26
30011	- Air Traffic Control Specialist, Station (HFO) (see 2)	28.46
30012	- Air Traffic Control Specialist, Terminal (HFO) (see 2)	31.33
30021	- Archeological Technician I	17.12
30022	- Archeological Technician II	19.48
30023	- Archeological Technician III	22.96
30030	- Cartographic Technician	23.01
30040	- Civil Engineering Technician	22.44
30051	- Cryogenic Technician I	21.59
30052	- Cryogenic Technician II	23.85
30061	- Drafter/CAD Operator I	16.60
30062	- Drafter/CAD Operator II	18.57
30063	- Drafter/CAD Operator III	20.73
30064	- Drafter/CAD Operator IV	25.50
30081	- Engineering Technician I	16.89
30082	- Engineering Technician II	17.92
30083	- Engineering Technician III	20.05
30084	- Engineering Technician IV	24.85
30085	- Engineering Technician V	30.39
30086	- Engineering Technician VI	36.79
30090	- Environmental Technician	23.01
30095	- Evidence Control Specialist	19.49
30210	- Laboratory Technician	23.53
30221	- Latent Fingerprint Technician I	21.59
30222	- Latent Fingerprint Technician II	23.85
30240	- Mathematical Technician	23.01
30361	- Paralegal/Legal Assistant I	18.97
30362	- Paralegal/Legal Assistant II	23.52
30363	- Paralegal/Legal Assistant III	28.76
30364	- Paralegal/Legal Assistant IV	34.79
30375	- Petroleum Supply Specialist	23.85
30390	- Photo-Optics Technician	24.16
30395	- Radiation Control Technician	23.85
30461	- Technical Writer I	23.01
30462	- Technical Writer II	28.14
30463	- Technical Writer III	34.05
30491	- Unexploded Ordnance (UXO) Technician I	26.22
30492	- Unexploded Ordnance (UXO) Technician II	31.73
30493	- Unexploded Ordnance (UXO) Technician III	38.03
30494	- Unexploded (UXO) Safety Escort	26.22
30495	- Unexploded (UXO) Sweep Personnel	26.22
30501	- Weather Forecaster I	25.50
30502	- Weather Forecaster II	31.06
30620	- Weather Observer, Combined Upper Air Or Surface Programs	21.74
30621	- Weather Observer, Senior	23.01
31000	- Transportation/Mobile Equipment Operation Occupations	
31010	- Airplane Pilot	31.73

31020 - Bus Aide	14.05**
31030 - Bus Driver	19.27
31043 - Driver Courier	16.20
31260 - Parking and Lot Attendant	12.75**
31290 - Shuttle Bus Driver	16.23
31310 - Taxi Driver	16.23
31361 - Truckdriver, Light	17.40
31362 - Truckdriver, Medium	18.24
31363 - Truckdriver, Heavy	22.10
31364 - Truckdriver, Tractor-Trailer	22.10
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.47**
99030 - Cashier	10.87**
99050 - Desk Clerk	11.29**
99095 - Embalmer	26.22
99130 - Flight Follower	26.22
99251 - Laboratory Animal Caretaker I	14.44**
99252 - Laboratory Animal Caretaker II	15.58**
99260 - Marketing Analyst	23.74
99310 - Mortician	26.22
99410 - Pest Controller	22.36
99510 - Photofinishing Worker	14.29**
99710 - Recycling Laborer	18.63
99711 - Recycling Specialist	22.22
99730 - Refuse Collector	16.93
99810 - Sales Clerk	12.60**
99820 - School Crossing Guard	15.77**
99830 - Survey Party Chief	22.15
99831 - Surveying Aide	13.87**
99832 - Surveying Technician	17.31
99840 - Vending Machine Attendant	20.69
99841 - Vending Machine Repairer	25.40
99842 - Vending Machine Repairer Helper	20.69

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20 per hour) or 13658 (\$12.15 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid

sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.80 per hour, up to 40 hours per week, or \$192.00 per week or \$832.00 per month

HEALTH & WELFARE EO 13706: \$4.41 per hour, up to 40 hours per week, or \$176.40 per week, or \$764.40 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be

exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dyeing, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like;

minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of ""wash and wear"" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the ""Service Contract Act Directory of Occupations"", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final

determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

