SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER	PAGE	OF
1168151	1	3

2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			1282A726Q0023	06/10/2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/LOCAL TIME
	LOUIS LIEB	303-275-5393	07/01/2026 1700 ED

9. ISSUED BY	CODE	10. THIS ACQUISITION IS
JOB CORPS AQM USDA FOREST SERVICE 1617 COLE BLVD LAKEWOOD CO 80401	82A7	☐ UNRESTRICTED OR ☒ SET ASIDE: % FOR: ☒ SMALL BUSINESS ☐ HUBZONE SMALL BUSINESS ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) ☐ 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 621111

SIZE STANDARD: $16

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

15. DELIVER TO	CODE	16. ADMINISTERED BY	CODE
PINE RIDGE JCC HWY 385-15710 CHADRON NE 69337	65RA	JOB CORPS AQM USDA FOREST SERVICE 1617 COLE BLVD LAKEWOOD CO 80401	82A7

17a. CONTRACTOR/ OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE

TELEPHONE NO.

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

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Medical Services; Pine Ridge Job Corps Center; Chadron, NE The Contractor shall provide Medical Services to Pine Ridge Job Corps Center, in Chadron, NE in accordance with the Terms and Conditions herein. This Firm Fixed Price contract is for a Base Year with four (4) one year options which may be exercised at the sole discretion of the Government. Period of Performance: 09/01/2026 to 08/31/2031 *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

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

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

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

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

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

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
		GRACE H. WALTON	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Pine Ridge Medical Services Base Year Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Delivery: 08/31/2027 Period of Performance: 09/01/2026 to 08/31/2027	400	HR		
1001	Pine Ridge Medical Services Option Year One (Option Line Item) Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Delivery: 08/31/2028 Period of Performance: 09/01/2027 to 08/31/2028	400	HR		
2001	Pine Ridge Medical Services Option Year Two. (Option Line Item) Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Delivery: 08/31/2029 Period of Performance: 09/01/2028 to 08/31/2029	400	HR		
3001	Pine Ridge Medical Services Option Year Three (Option Line Item) Continued ...	400	HR		

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 ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

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 *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Delivery: 08/31/2030 Period of Performance: 09/01/2029 to 08/31/2030				
4001	Pine Ridge Medical Services Option Year Four (Option Line Item) Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Delivery: 08/31/2031 Period of Performance: 09/01/2030 to 08/31/2031	400	HR		
5001	Pine Ridge Medical Services, Option to Extend Servies IAW FAR 52.217-8 (Option Line Item) Product/Service Code: Q201 Product/Service Description: MEDICAL- MANAGED HEALTHCARE Delivery: 02/29/2032 Period of Performance: 08/31/2031 to 02/29/2032	200	HR		

Pine Ridge JCC Medical Services
1282A726Q0023

Statement of Requirement
The Pine Ridge Job Corps Center has a need for basic health services provided by licensed medical professionals that includes examinations and assessments, treatment, issuance of prescriptions and immunizations, monitoring health conditions, recommending hospitalization, follow-up care, and prevention planning and intervention. The full requirements can be found in the Statement of Work (**see Attachment 1**).

Location
Pine Ridge Job Corp Center
15710 Hwy 385
Chadron, NE 69337

Schedule of Items

Project Description: Medical Services at Pine Ridge Job Corp Center

Vendor Name: _____ *Vendor UEI:* _____

19. ITEM NO.	20. SCHEDULE OF SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. TOTAL AMT
BASE YEAR SERVICES – September 1, 2026 through August 31, 2027					
0001	Medical Services Base	**400**	**HR**	**$**	**$**
				BASE YEAR SERVICES TOTAL:	**$**

19. ITEM NO.	20. SCHEDULE OF SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. TOTAL AMT
OPTION YEAR ONE SERVICES – September 1, 2027 through August 31, 2028					
1001	Medical Services Option Year 1	**400**	**HR**	**$**	**$**
				OPTION PERIOD ONE SERVICES TOTAL:	**$**

19. ITEM NO.	20. SCHEDULE OF SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. TOTAL AMT
OPTION YEAR TWO SERVICES – September 1, 2028 through August 31, 2029					
2001	Medical Services Option Year 2	**400**	**HR**	**$**	**$**
				OPTION PERIOD TWO SERVICES TOTAL:	**$**

19. ITEM NO.	20. SCHEDULE OF SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. TOTAL AMT
OPTION YEAR TWO SERVICES – September 1, 2029 through August 31, 2030					
3001	Medical Services Option Year 3	**400**	**HR**	**$**	**$**
				OPTION PERIOD TWO SERVICES TOTAL:	**$**

19. ITEM NO.	20. SCHEDULE OF SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. TOTAL AMT
OPTION YEAR FOUR SERVICES – September 1, 2030 through August 31, 2031					
4001	Medical Services Option Year 4	**400**	**HR**	**$**	**$**
				OPTION PERIOD FOUR SERVICES TOTAL:	**$**

19. ITEM NO.	20. SCHEDULE OF SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. TOTAL AMT
Six Month Extension IAW 52.217-8 September 1, 2031 through March 01, 2032					
5001	Medical Services – Six Month Extension	**200**	**HR**	**$**	**$**
				-8 IAW 52.217-8 SERVICES TOTAL:	**$**

GRAND TOTAL WITH ALL OPTIONS: $_____

Federal Acquisition Regulation (FAR) and United States Department of Agriculture Acquisition Regulation (AGAR) Clauses and Provisions

The clauses and provisions contained herein are applicable to any order awarded as a result of this solicitation. The terms and conditions set forth herein supersede all other terms and conditions. Acceptance of the order in accordance with (IAW) FAR 12.201-1(b)(2) constitutes acceptance of all terms and conditions contained herein.

As part of the Revolutionary FAR Overhaul (RFO), system updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in this solicitation. Contracting officers will rely on representations from offers based on provisions in the solicitation. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

52.252-2 Clauses Incorporated by Reference Feb 1998

This solicitation 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 the clause may be accessed electronically at Internet address https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52

52.212-4	Terms and Conditions—Commercial Products and Commercial Services (Nov 2025)
52.203-17	Contractor Employee Whistleblower Rights (Nov 2023)
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
52.222-50	Combating Trafficking in Persons (Nov 2025)
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024)
52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)
52.233-3	Protest After Award (Sep 2025)
52.233-4	Applicable Law for Breach of Contract Claim (Sep 2025)
52.240-91	Security Prohibitions and Exclusions (Nov 2025)
52.244-6	Subcontracts for Commercial Products and Commercial Services (Nov 2025)

The following clauses are applicable

52.203-6	Restrictions on Subcontractor Sales to the Government (Jun 2020) with Alternate I (Nov 2021) of 52.203-6
52.204-9	Personal Identity Verification of Contractor Personnel Jan 2011
52.204-13	System for Award Management—Maintenance (Nov 2025)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sep 2025)
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (Sep 2025)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (Sep 2025)
52.217-8	Option to Extend Services (Nov 1999): 30 calendar days prior to contract expiration
52.217-9	Option to Extend the Term of the Contract (Mar 2000) (a) 30 Calendar days prior to contract expiration and 30 days (c) five years, 6 months
52.219-6	Notice of Total Small Business Aside (Nov 2025)
52.219-8	Utilization of Small Business Concerns (Nov 2025)
52.219-14	Limitations on Subcontracting (Nov 2025)
52.222-3	Convict Labor (June 2003)
52.222-19	Child Labor—Cooperation with Authorities and Remedies (Nov 2025)
52.222-35	Equal Opportunity for Veterans (Nov 2025)
52.222-36	Equal Opportunity for Workers with Disabilities (Nov 2025)
52.222-37	Employment Reports on Veterans (Nov 2025)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Dec 2010
52.222-41	Service Contract Labor Standards (Aug 2018)
52.222-42	Statement of Equivalent Rates for Federal Hires (May 2014) This Statement is for Information Only: It is not a Wage Determination

Employee Class	Monetary Wage -- Fringe Benefits
Aircraft Mechanic	$XX.XX

52.222-43 Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (Aug 2018)
52.222-54 Employment Eligibility Verification (Nov 2025)
52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2022)
52.222-90 Addressing DEI Discrimination by Federal Contractors (Apr 2026)
52.224-3 Privacy Training (Jan 2017)
52.232-18 Availability of Funds (April 1984).
52.232-33 Payment by Electronic Funds Transfer— System for Award Management (Oct 2018)
52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
52.237-7 Indemnification and Liability Insurance (Nov 2025): $1 million.

AGAR Clauses

452.203-71 Anti-Discrimination and Diversity, Equity, and Inclusion (DEI) Compliance (May 2026)

(a) By entering into this contract, the contractor certifies that:

(1) It is compliant with all applicable Federal anti-discrimination laws and the Equal Protection principles of the U.S. Constitution, and it will remain compliant for the duration of the contract.

(2) Neither it nor any subcontractor or teaming partner operates or funds any program, policy, or initiative that promotes DEI in a manner that violates any applicable Federal anti-discrimination laws, including but not limited to Title VI and VII of the Civil Rights Act of 1964, or the Equal Protection principles of the U.S. Constitution, and the contractor and any subcontractor or teaming partner will not do so for the duration of the contract.

(b) If the contractor participates in, facilitates, or funds programs that implicate Title VI of the Civil Rights Act of 1964 or Title IX of the Education Amendments of 1972, as amended, including but not limited to grants to or for schools, colleges, universities, 4-H programs, non-governmental organization (NGO) programs, sports programs, and education-related grants to prisons or other

detention facilities, the contractor certifies that it will remain compliant with those laws, including the requirements set forth in Executive Order 14008, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government, and Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity.

(c) The contractor affirms that the above requirements are conditions of payment that go to the essence of the contract and are therefore material terms of the contract. Payments under the contract are predicated on compliance with the above requirements, and therefore the contractor is not eligible for funding under the contract or to retain any funding under the contract absent compliance with the above requirements.

(d) This certification reflects a change in the Government's position regarding the materiality of the foregoing requirements and therefore any prior payment of similar claims does not reflect the materiality of the foregoing requirements to this contract.

(e) Submission of a knowing false statement relating to contractor's compliance with the above requirements and/or eligibility for the contract may subject the contractor to liability under the False Claims Act, 31 U.S.C. § 3729, and/or criminal liability, including under 18 U.S.C. §§ 287 and 1001.

(f) The contractor must include the provisions of this clause in all subcontract solicitations.

(g) Failure on the part of the contractor or its subcontractors to comply with the terms of this clause may be grounds for the Contracting Officer to terminate this contract for default.

(End of Clause)

AGAR 452.203-72 Unenforceable Supplier Terms (MAY 2026)

(a) Definitions.

Supplier terms mean provisions customarily drafted by vendors of supplies or services and intended to create a binding legal obligation on the end user. The term applies:

1. Regardless of the format or style of the document. For example, supplier terms may appear in standard terms of sale or lease, Terms of Service (TOS), End User License Agreement (EULA), or another similar legal instrument or agreement, and may be presented as part of a proposal or quotation responding to a solicitation for a contract or order or otherwise become effective after the contract date.

2. Regardless of the media or delivery mechanism used. For example, supplier terms may be presented as one or more paper documents or may appear on a computer or other electronic device screen during a purchase, software installation, other product delivery, registration for a service, or another transaction.

(b) Applicability. When any supply or service acquired under this contract is subject to supplier terms, the supplier terms are deemed part of the contract only to the extent they are consistent with this clause. Supplier terms that conflict with any part of this clause, the contract, or Federal law are void and will not be considered incorporated into a contract, even if they are physically present in a contract documentation or systems. In the event of any inconsistency between supplier terms and this contract, this clause and the terms of the Government contract must govern and supersede any supplier terms in all cases.

(c) Authorization Required. Notwithstanding any other provision, no supplier terms must be binding on the Government unless the term is expressly authorized on the USDA Supplier Terms Authorization Form signed by the Contracting Officer, and the completed Authorization Form has been incorporated into the contract.

(d) Unenforceable Terms. Any supplier terms that impose obligations or restrictions inconsistent with applicable Federal law are unenforceable against the Government and deemed stricken from the agreement. This includes, but is not limited to, any clause that:

(1) Requires the Government to pay future fees, penalties, interest, legal costs, early-termination fees, cancellation fees, minimum purchase commitments, true-up payments, seat-count minimums, usage minimums, continued-use charges, or any other financial obligation not expressly authorized by the contract.

(2) Requires the Government to indemnify the contractor or any other entity.

(3) Restricts the Government's ability to obtain similar supplies or services from another source.

(4) Imposes any penalty, financial or otherwise, based on the Government's decision not to exercise an option.

(5) Subjects the United States Government to the laws of any U.S. state, territory, district, municipality, or foreign nation, except where Federal law expressly permits such application.

(6) Requires dispute resolution in a forum or venue other than one prescribed by applicable Federal law.

(7) Establishes a period of limitations for bringing an action that differs from that provided by applicable Federal law.

(8) Grants the contractor rights to use, mine, access, aggregate, analyze, or otherwise exploit Government data, usage data, or metadata.

(9) Deems the Government to have accepted initial or revised terms based on silence, continued performance, or failure to object.

(10) Grants the supplier the right to audit Government facilities, systems, records, or use of the product or service, except as expressly authorized by the contract and applicable Federal law.

(11) Requires the Government to accept supplier security requirements, network access requirements, monitoring, penetration testing, or other technical or security measures.

(12) Permits the supplier to suspend, degrade, or terminate access to products or services based on alleged non-payment, alleged breach, automated security triggers.

(13) Limits the Government's right to use, install, access, test, evaluate, or transfer the licensed product or service in any manner consistent with the contract and Federal law.

(14) Requires the Government to store, process, maintain, or transmit data in a particular geographic location, or permits the supplier to transfer Government data outside the United States, except as expressly authorized by applicable Federal law.

(15) Authorizes the supplier to use the Government's name, seal, trademark, logo, or any reference to the Government as an end user or customer for marketing, publicity, promotional activities, press releases, or similar purposes.

(16) Incorporates by reference, or requires the Government to accept, terms or conditions imposed by any third party, subcontractor, or upstream service provider, unless such terms are expressly incorporated into the contract by bilateral modification.

(17) Limits, conditions, or negates the contractor's performance obligations, service levels, or remedies through a supplier-provided service level agreement (SLA).

(18) Uses Government data, usage data, metadata, prompts, content, or interactions to train, fine-tune, improve, or derive any artificial intelligence, machine learning, or automated decision-making model.

(19) Subjects the Government to automated decision-making, automated risk scoring, automated content moderation, or any algorithmic process that may affect access, performance, or rights under the contract.

(20) Utilizes artificial intelligence or algorithmic tools that produce decisions, recommendations, or outputs affecting contract performance without providing transparency, explainability, auditability, and bias-mitigation consistent with applicable Federal law and policy.

(21) Profiles, tracks, or analyzes Government user behavior, preferences, communications, or interactions for personalization, marketing, or algorithmic optimization purposes.

(e) Non-binding Actions. Neither the Government nor any Government authorized end user is deemed to have consented to any term, condition, or clause by virtue of its inclusion in the supplier agreement or through the use of clickwrap, browsewrap, "I agree" mechanisms, or similar means. Execution of such mechanisms does not bind the Government or its authorized end users to any unenforceable terms.

(f) End user. The supplier agreement must bind the ordering activity as the end user to the extent it does not conflict with the terms of this clause, but it must not bind or impose personal liability on any Government employee or any person acting on behalf of the Government in their personal capacity.

(g) Law and disputes. The supplier agreement is governed by Federal law.

(h) Statutory exception. This clause does not apply to indemnification or any other payment by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(i) Continued performance. The supplier or licensor must not unilaterally revoke, terminate, or suspend any rights granted to the Government except as allowed by the contract. If the supplier or licensor believes the ordering activity to be in breach of the supplier agreement, it must pursue its rights under the Contract Disputes Act or other applicable Federal statute while proceeding diligently with performance, pending final resolution of any dispute in accordance with the Disputes Clause at FAR 52.212-4(d) or FAR 52.233-1, as applicable.

(j) Arbitration. Binding arbitration must not be used unless specifically authorized by agency guidance.

(k) Equitable or injunctive relief. Equitable or injunctive relief, including the award of attorney fees, costs, or interest, may be awarded against the United States Government only when explicitly provided by statute (e.g., the Prompt Payment Act or the Equal Access to Justice Act).

(l) Revisions to supplier agreements. Any revisions to the supplier agreement must be incorporated into the contract using a bilateral modification. Unilateral revisions are not binding on the Government.

(m) No automatic renewals. If any license or service tied to periodic payment is provided under the supplier agreement (e.g., annual software maintenance or annual lease term), such license or service must not renew automatically upon expiration of its current term without prior express written consent from an authorized Government representative.

(n) Indemnification. Any clause of the supplier agreement requiring the supplier or licensor to defend or indemnify the end user is amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

(o) Taxes or surcharges. Any taxes or surcharges which the supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the associated Government contract or order and must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed otherwise.

(p) Non-assignment. The supplier agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted by FAR 52.212-4(b) or FAR 52.232-23, as applicable.

(q) Confidential information. If the supplier agreement includes a confidentiality clause, such clause is amended to state that neither the agreement nor the contract price list, as applicable, must be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in the supplier agreement to the contrary, the Government may retain any confidential information as required by law, regulation, or its internal document retention procedures for legal, regulatory, or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of the supplier agreement.

(r) Conflict with Federal law. If any other language, provision, or clause of the supplier agreement conflicts or is inconsistent with Federal law or the terms and conditions of this contract, such language, provisions, or clauses will be considered null and void and will not be binding on the United States Government.

(End of Clause)

452.204–70 Modification for Contract Closeout (Apr 2026)
(a) If unliquidated funds in the amount of $1000 or less remain on the contract, the Contracting Officer (Contracting Officer) may issue a unilateral modification for deobligation. The contractor will receive a copy of the modification but is not required to provide a signature. The Contracting Officer will immediately proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.

(b) For commercial contracts not exceeding the simplified acquisition procedure threshold under FAR 12.001(c), if more than $1,000 in unliquidated funds remain at closeout, the Contracting Officer will issue a bilateral deobligation modification. Only the modification requires the contractor's signature, though a Release of Claims may be requested. If the required documents are not returned within 60 days, the Contracting Officer will issue a unilateral modification and proceed with closeout once performance is complete, acceptance is confirmed, and final payment is made.

(c) For all other non-commercial or non–cost-reimbursement contracts, if more than $1,000 in unliquidated funds remain at closeout, the Contracting Officer will issue a bilateral deobligation modification and a Release of Claims, both requiring contractor signature. If these documents are not returned within 120 days, the Contracting Officer will issue a unilateral modification u and proceed with closeout upon completion of performance, acceptance, and final payment.

(End of Clause)

452.204-71 Personal Identity Verification and Workforce Integrity of Contractor Employees (Apr 2026)

(a) Compliance with PIV Requirements. The contractor must comply with the personal identity verification (PIV) policies and procedures established by the United States Department of Agriculture (USDA) Directives 4620-002 series, Homeland Security Presidential Directive 12, and any implementing guidance issued by the Contracting Officer. The contractor must appoint a representative responsible for PIV compliance and must maintain a current list of employees eligible for a USDA LincPass or otherwise authorized to perform work under this contract.

(b) PIV Sponsor Availability. The PIV Sponsor for this contract is the designated Government point of contact identified in the contract, typically the COR unless otherwise specified. The Government will notify the contractor of any changes. The contractor remains responsible for meeting all PIV obligations regardless of changes in sponsor availability.

(c) Contractor Workforce Integrity and Accountability. The contractor is fully responsible for ensuring that all individuals performing under this contract are properly vetted, eligible for access, authorized to perform the work, and accurately represented. At a minimum, the contractor must implement lawful and effective internal controls to:

(1) Verify the identity, work authorization, and qualifications of all personnel assigned;

(2) Ensure only the individuals presented to USDA for PIV enrollment or identity verification perform work;

(3) Detect and address indicators of identity fraud, unauthorized substitution, or other workforce integrity risks; and

(4) Ensure continuous oversight of personnel, including remote workers, in accordance with any reporting requirements specified in the Contract.

(d) Mandatory Removal and Replacement. If the Government determines that a contractor employee fails to meet eligibility, security, integrity, or performance requirements, the Contracting Officer may direct the contractor to remove the individual from performance. The contractor must:

(1) Remove the employee immediately upon notice;

(2) Provide a qualified replacement at no additional cost to the Government; and

(3) Ensure continuity of operations so as not to impact mission requirements.

(4) Failure to promptly remove or replace employees when directed may result in remedies including withholding payment, termination, or other actions authorized under this contract.

(e) Impact on Contractor Performance. Contractor compliance with this clause, including timely removal and replacement of personnel, adherence to PIV requirements, and maintenance of workforce integrity, is a material requirement of this contract. Incidents of identity discrepancies, failure to maintain an eligible workforce, submission of personnel who do not match verified identities, unauthorized substitutions, or failure to comply with Government direction may result in termination and will be documented in the contractor's performance assessment and reflected in the Contractor Performance Assessment Reporting System (CPARS).

(f) Subcontractor Applicability. The contractor must include this clause in all subcontracts requiring routine unaccompanied physical access to a Federally controlled facility and/or routine unaccompanied access to a Federally controlled information system. The contractor is accountable for ensuring subcontractor compliance.

(g) No Government Direction of Hiring Practices. Nothing in this clause authorizes the Government to direct the contractor's internal hiring processes or require the disclosure of personal information beyond what is authorized by law, regulation, or contract terms. The contractor remains solely responsible for determining lawful methods to meet the requirements of this clause.
(End of Clause)

452.204-72 Use of Electronic Data Interchange (EDI) or Other Automation Technologies (Apr 2026)

(a) In the event that Electronic Data Interchange (EDI) functionality or other automation technologies such as Robotics Process Automation is utilized to facilitate electronic transactions between USDA and its contractors, it is the sole responsibility of the Contractor to ensure accuracy of the electronically transferred data. The Government's electronic system shall serve as the system of record for all data exchanged or retrieved.

(b) The Government shall not be liable to the Contractor for any delay or failure associated with EDI or other automation technologies. The Contractor's use of this service is at the Contractor's sole risk. For electronic or automated services provided by USDA to the contractor, the services are provided on an "as is" and "as available" basis. For electronic or automated services provided by the contractor that interact with the USDA electronic systems, the USDA is not responsible for any costs

incurred by the contractor related to the development, test, or support of the services. The Contractor shall be responsible for all fees associated with EDI. The Contractor is responsible for the confidentiality and security of its systems, interfaces, interconnections, and any documents that the customer receives from The Government pursuant to the contract.

(c) The Government reserves the right to restrict, refuse, or cancel any participation in EDI services.

(End of clause)

Solicitation Information

Award Type

It is anticipated that a Firm-Fixed Price Contract will be awarded as a result of this solicitation consisting of one (1) one-year base period and four (4) one-year option periods shall be awarded as a result of this solicitation. The total duration of this contract shall not exceed five (5) years, 6 months.

The Government intends to make one award from this solicitation. Therefore, to be considered responsive, contractors must submit pricing for all items, a complete technical proposal, and past performance information (including a completed Attachment 2).

52.212-1 Instructions to Offerors - Commercial Products and Commercial Services (Nov 2025)

a) Technical Proposal – At a minimum technical proposal shall include a completed Quoter's Questionnaire (**see Attachment 2**) and the following *:*

i) Past Performance – Provide a list of relevant projects your company has completed within the past three years. For each project, include:

- Brief description of the project
- Dollar amount
- Year completed
- Project owner contact information (include name, phone number, and email)

Additional notes:

- If your company does not have past performance information, you may submit details for predecessor companies, key personnel, or subcontractors.
- If no past performance information is available, your proposal will receive a neutral rating for this factor.

- The government may also use past performance information from any available source.

ii) Technical Capability—Provide proposed key personnel including:

- Current resume
- Valid Medical license (unrestricted)
- Valid DEA license.
- Valid Medical liability insurance coverage of at least $1 million.

Nurse Practitioners (NPs) and Physician Assistants (PAs) may be proposed as Key Personnel if they fully comply with all applicable regulations. Compliance includes holding all required licenses, having appropriate Medical liability insurance (at least $1 million), and having the scope of authority to perform all duties required by the Statement of Work.

If the quote is proposing an NP or PA, the quote must include a resume, licenses, medical liability insurance of at least $1 million, proof of prescribing authority, and any required agreements with a Physician (e.g. Collaborative or Supervisory Agreements).

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

- The requirement consists of 400 total annual hours for Medical Services. The Schedule of Services must include the hourly rate(s) for each position(s) submitted in the quotation; i.e. Physician, Nurse Practitioner, <u>OR</u> a combination of Physician and Physician Assistant (PA)/Nurse Practitioner (NP), as applicable to the Quote being submitted;
- ***Please ensure the Schedule of Services coordinates with the positions being submitted on the Quote. If combining positions, the hours provided by each must be a fixed amount, that when added, totals **400 hours per year.**

For example:

<u>Option #1:</u> Physician $*0.00* per hour x 400 hours per year.

OR

<u>Option #2:</u> Nurse Practitioner *$0.00* per hour x 400 hours per year

OR

<u>Option #3:</u>

- Physician $*0.00* per hour x 200 hours

- PA/NP $*0.00* per hour x 200 hours

- Total hours for both positions must equal the total 400 hours per year.

FAR 52.212-2 Evaluation - Commercial Products and Commercial Services (Nov 2025)

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

- Technical Capability
- Past Performance
- Price

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

(c) Notice of award. A written notice of award or acceptance of an offer furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.
(End of provision)

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): https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52

Period for acceptance of offers.
The Offeror agrees to hold the prices in its offer firm for **90 calendar days** from the date specified for receipt of offers.

Questions
Questions shall be submitted via email to Louis.Lieb@usda.gov and are due no later than June 24, 2026, at 5:00 PM Eastern Time. This will ensure enough time to respond before the solicitation period ends. Please include the solicitation name and number as the subject line of the email.

Submit offer by email to Louis Lieb at Louis.Lieb@usda.gov so that it is delivered into this inbox by **1700 Eastern Time July 1st, 2026** in in Microsoft Word or Adobe PDF format. Be aware that large attachments may increase the time required to deliver an email. It is the offerors responsibility to confirm receipt of the offer from Louis Lieb.

The following provisions are applicable

52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2024)
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (Jan 2017)
52.204-7	System for Award Management—Registration (Nov 2025)
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations - Representation (Sep 2025)
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Sep 2025)
52.217-5	Evaluation of Options (Nov 2025)
52.229-11	Tax on Certain Foreign Procurements—Notice and Representation (Jul 2025)
52.233-2	Service of Protest (Sep 2025)
52.237-1	Site Visits (Apr 1984)
52.240-90	Security Prohibitions and Exclusions Representations and Certifications (Nov 2025)

AGAR Provisions

452.203-70 Anti-Discrimination and Diversity, Equity, and Inclusion (DEI) Certification (Dec 2025)

(a) By submission of its offer, the offeror certifies that:

(1) It is compliant with all applicable Federal anti-discrimination laws and the Equal Protection principles of the U.S. Constitution.
(2) Neither it nor any proposed subcontractor or teaming partner operates or funds any program, policy, or initiative that promotes DEI in a manner that violates any applicable Federal anti-discrimination laws, including but not limited to Title VI and VII of the Civil Rights Act of 1964, or the Equal Protection principles of the U.S. Constitution.

(b) If the offeror participates in, facilitates, or funds programs that implicate Title VI of the Civil Rights Act of 1964 or Title IX of the Education Amendments of 1972, as amended, including but not limited to grants to or for schools, colleges, universities, 4-H programs, non-governmental organization (NGO) programs, sports programs, and education-related grants to prisons or other

detention facilities, by submission of its offer, the offeror certifies that it is compliant with those laws, including the requirements set forth in Executive Order 14008, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government, and Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity.

(c) The offeror affirms that the above requirements are conditions of payment that go to the essence of the contract and are therefore material terms of the contract. Payments under the contract are predicated on compliance with the above requirements, and therefore the offeror will not be eligible for funding under the contract or to retain any funding under the contract absent compliance with the above requirements.

(d) This certification reflects a change in the Government's position regarding the materiality of the foregoing requirements and therefore any prior payment of similar claims does not reflect the materiality of the foregoing requirements to this contract.

(e) Submission of a knowing false statement relating to offeror's compliance with the above requirements and/or eligibility for the contract may subject the offeror to liability under the False Claims Act, 31 U.S.C. § 3729, and/or criminal liability, including under 18 U.S.C. §§ 287 and 1001.

(f) Failure on the part of the offeror or its subcontractors to comply with the terms of this clause may be grounds for the Contracting Officer to terminate the contract for default.
(End of Provision)

NOTICE FOR FILING AGENCY PROTESTS
United States Department of Agriculture (USDA) Protest Procedures

The United States Department of Agriculture (USDA) is committed to fair, transparent, and efficient acquisitions. Interested parties with concerns about this solicitation are encouraged to seek resolution through the following USDA procedures.

Tier 1: Contracting Officer Concern Resolution

Submission: Interested parties with concerns about either the solicitation or subsequent award should first submit their concern directly to the Contracting Officer, providing sufficient detail to allow the Contracting Officer to understand and assess the issue.

Process: The Contracting Officer will review the concern, seek clarification as needed, and engage with the interested party to attempt prompt resolution.

Review Timeline: The Contracting Officer will make every effort to provide a response or resolution within 10 business days of receiving the concern.

Effect on Award or Performance: Tier 1 engagement is not considered an official notification of filing an agency protest and does not pause solicitation deadlines, delay award decisions, or suspend contract performance.

Next Steps: If the matter cannot be resolved at Tier 1, the interested party may file a written agency protest under Tier 2.
USDA encourages all parties to seek resolution with the Contracting Officer before filing an agency protest.

Tier 2: Agency Protest
If concerns cannot be resolved at Tier 1, an interested party may file a written agency protest with either the Contracting Officer or the USDA Independent Review Authority. The decision by the USDA Independent Review Authority is an alternative to a decision by the Contracting Officer. The USDA Independent Review Authority will not consider an appeal of the Contracting Officer's decision on an agency protest.
The protest must state whether the protester elects review by the Contracting Officer, by the UDSA Independent Review Authority. If no election is stated, the Contracting Officer will decide the protest.

Required Information: Protests shall include the information set forth in FAR 33.104-4 (a)(3). Failure to submit the required information may result in a delay or dismissal of the protest.

Submission: Agency protests should be submitted electronically to SPE.inquiry@usda.gov and the Contracting Officer.

Timeliness: Protests must be filed within the timeframes specified in FAR 33.104.

Effect on Award or Performance: Contract awards or performance will be suspended during the protest period unless justified in writing for urgent and compelling reasons or determined to be in the best interest of the Government.

Review Timeline: USDA strives to resolve agency-level protests within 35 business days of receipt.

Election of Forum: By filing a protest with USDA, the protesters agree not to file a protest on the same matter with the Government Accountability Office (GAO) or any other external forum while the agency protest is pending. If such a protest is filed externally, the USDA agency protest will be dismissed.

Questions: Questions regarding this notice or protest procedures should be directed to the Contracting Officer identified in this solicitation.

Attachment 1: Statement of Work – Medical Services

Project
Medical Services for Pine Ridge Corps Civilian Conservation Center (JCCC)

General Information
1.0 Scope of Work

1.1. The Physician and/or Nurse Practitioner/Physician Assistant shall provide **ON-SITE** Medical services for all students on Center, in accordance with applicable Federal laws/regulations, OSHA and HIPAA requirements, state and local laws, and guidelines of the American Medical Association. The USDA Forest Service Job Corps Civilian Conservation Centers (JCCCC) provide academic, vocational, and life-learning skills to at risk youth and young adults at 24 Job Corps Centers across the United States (U.S.). As part of this program, youth and young adults at the Centers are provided healthcare services as follows: medical, dental, mental health, and drug & alcohol intervention. Each Forest Service JCCCC has a need for basic health services provided by licensed medical professionals that includes examinations and assessments, treatment, issuance of prescriptions and immunizations, monitoring health conditions, recommending hospitalization, follow-up care, and prevention planning and intervention.

1.2. Medical services must also include analysis and use of the most efficient and cost-effective practice of contemporary, evidence-based health care possible given available time, resources, and personnel. These services will involve coordinating and integrating the medical services program with other health and wellness components/activities on Center and providing medical services to enrollees and established students on Center.

1.3. The general emphasis of Medical services must be on the early identification and diagnosis of medical problems, basic health care and health promotion, prevention, and education designed to help students overcome barriers to employability as outlined in the Policy and Requirements Handbook (PRH) Chapter 2, Support Student Services, Section 2.3, R4. Health Services at the link below; continuing links to other reference materials are held within that web page.

- https://prh.jobcorps.gov/Pages/Home.aspx

1.4. In addition, contracted personnel shall adhere to any such standards as may be established by the Office of the Director, Job Corps, US Department of Labor (DOL), and the Contractor. The contractor shall be responsible for the direct supervision of contractor's personnel on the Center. Contractor's on-Center staff shall coordinate with the Health and Wellness Director and/or Center Director on all matters of program operations and coordination with other Center activities.

2.0 Background:

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

3.0. Technical Requirements / Tasks

3.1. Task 1 – General

Provision of medical services requires, but is not limited to:

3.1.1. The Physician and/or Nurse Practitioner/Physician Assistant shall provide **ON-SITE** Medical services for all students on Center, in accordance with applicable Federal laws/regulations, OSHA and HIPAA requirements, state and local laws, and guidelines of the American Medical Association. The provider must possess the ability to work both independently and as a member of a healthcare team to provide optimal services to a population of financially disadvantaged youth, typically ranging from 16 to 24 years in age.

-

3.1.2. Medical services must also include analysis and use of the most efficient and cost-effective practice of contemporary, evidence-based health care possible given available time, resources, and personnel. These services will involve coordinating and integrating the medical services program with other health and wellness components/activities on Center and providing medical services to enrollees and established students on Center.

3.1.3. The general emphasis of medical services must be on the early identification and diagnosis of medical problems, basic medical care, and medical promotion, prevention, and education as outlined in the Policy and Requirements Handbook (PRH) 2.3 Health Services and included in the required immunization, screenings, and laboratory test list in Exhibit 2-4 (Job Corp Basic Health Care Responsibilities) https://prh.jobcorps.gov/Pages/Home.aspx . Additional information regarding medical services can be located on the Job Corps Support Services website to include a Desk Reference Guide.

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

3.2. Task 2 - Additional Taskings – Contractor Personnel shall:

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3.2.1. Possess the ability to work both independently and as a member of a healthcare team to provide optimal services to a population of financially disadvantaged youth, ranging from 16 to 24 years in age.

3.2.2. Provide supervision to Nurse Practitioner and/or Physician Assistant, if applicable, to comply with regulations in the state where the center is located.

3.2.3. Promptly review applicant files as requested; conduct an initial physical examination (intake); and develop a medical treatment plan, as applicable.

3.2.4. Record all medical documentation, such as, diagnosis, treatment and management plans, medication, reason of denial into the program (if recommended), each student interaction and etc. on the Student Health Record (SHR) and Job Corps Health and Wellness Program forms in a timely manner.

3.2.5. During regular scheduled hours treat minor conditions (i.e. respiratory infections, cold and flu symptoms), episodic illness, provide first aid and CPR, and other care within capabilities.

3.2.6. Provide management, written diagnoses, and treatment plans as part of a chronic care management plan for students with chronic conditions/disabilities.

3.2.7. Provide treatment of acute conditions, education for health promotion and maintenance of a family planning program.

3.2.8. Provide medication prescriptions for controlled and non-controlled medications.

3.2.9. Collaborate with Substance Abuse Counselor, and Center Medical Counselor to prescribe medications and Schedule II medications and discuss long-term medication management, as needed.

3.2.10. Participate in Disability Accommodation Committee (DAC) meetings & file applicant review team meetings during regular scheduled hours, when requested.

3.2.11. Ensure medical equipment is properly cleaned and maintained.

3.2.12. On a monthly basis, report to the Center Director and HWD on all health- related matters; including student medical separations, justification and costs of needed special services, health and non-healthcare equipment repair and replacement needs, depletion of medical supplies and medications, and other areas deemed appropriate.

3.2.13. Establish an appropriate medical referral system for students who require special, or emergent, medical care.

3.2.14. Attend monthly conference calls, webinars, and DOL training, as available during regular scheduled hours of service.

3.2.15. Ensure patient privacy for all assessments, exams and procedures; maintain, safeguard, and ensure the confidentiality of all required student health records in accordance with the Health Insurance Portability and Accountability Act (HIPAA).

3.2.16. Participate in health and wellness program continuous quality improvement activities and advise and advise and assist the health education instructor in the development and implementation of the Health Education Program during visits and encounters on topics related to health and employability and provide the center with documentation of education in the student health record.

3.2.17. Coordination with other departments/programs on center, including but not limited to residential, recreation, education, vocation, student government association, and Health Eating and Active Lifestyles (HEALSs), to develop integrated promotion and education services.

3.2.18. Provide medical services in a positive and productive manner to facilitate student willingness to pursue recommended dental treatment plans, medical treatment plans and substance abuse treatment plans; and in such a manner to obtain positive student satisfaction survey results as determined by Job Corps.

3.2.19. Not to engage in any research projects and/or publications relating to Job Corps health activities without prior written approval from the Job Corps National Office in Lakewood, CO.

3.2.20. Report adverse student behavior incidents to the HWD or Contracting Officer's (CO) Representative (COR) in a timely manner.

3.2.21. Understand that health services shall be subject to monitoring and review by Job Corps assessment teams, and cooperation and compliance with such teams is required. Participate in DOL and Forest Service assessments, completing requested questionnaires, conferences, and monthly teleconferences in adherence to the PRH requirements.

3.2.22. Provide periodic education to staff as requested on topics mutually agreed upon.

3.2.23. Comply with all state, federal and Job Corps infection control policies and procedures.

3.2.24. Contractor will work with the center to develop a system to account for all time billed to the center.

4.0. Government Furnished

Adequate workspace, equipment, supplies, and materials as needed to accomplish the work requirements outlined herein, including examination rooms and furniture, assessment equipment, telephone, computer, a fax machine, office supplies, PPE, and similar items. These supplies and property shall be utilized during the performance of this contract only while providing student care.

Contractor shall report to:

Pine Ridge Job Corps Center
15710 Hwy 385
Chadron, NE 69337

5.0. Deliverables / Schedule

5.1. Deliverables

No deliverables are required for this contract.

5.2 Schedule and Availability

5.2.1. Medical services are required on center (with rare exceptions) on a weekly basis, during days of the week and hours of the day established in coordination with Center personnel. The days and times of services shall be upon mutual agreement between the Contractor and center personnel and must be considered reasonable. A reasonable schedule would be considered providing services one (1) or two (2) days a week, M-F, 8am – 5pm.

5.2.2. Center OBS and the PRH may change at any time; consequently, the quantity of required medical services hours may vary, depending on the needs of the student population. However, any changes to the required hours will be executed via a bilateral modification to the contract.

5.2.3. Key Personnel must provide a current contact number to the Center HWD or COR. When Key Personnel are unavailable for an extended period of time, as determined by the Contracting Officer, the Contractor will provide an acceptable substitute to provide services.

5.2.4. Contractor will contact the CD or designee 24 hours in advanced for cancellation of services. For planned absences, the Contractor will coordinate with Center staff and the CO to provide an approved substitute, as well as a current emergency contact number. All substitute personnel will be approved by the national and regional offices prior to work being performed.

5.2.5. Contractor Personnel will not be scheduled to work on the following Government holidays:

- New Year's Day – March1
- Martin Luther King Junior's Birthday – Third Monday in January,
- Presidents Day – third Monday in April,
- Memorial Day – Last Monday in May,
- Juneteenth Day – June 19th,
- Independence Day – July 4,
- Labor Day – First Monday in September.

- Columbus Day – Second Monday in October,
- Veteran's Day – November 11,
- Thanksgiving Day – fourth Thursday in November
- Christmas Day – December 25

6.0. Travel

Travel is not anticipated or authorized for this statement of work.

7.0. Contractor's Key Personnel:

7.1. Contractor personnel shall:

7.1.1. Have an active, unrestricted license to practice independently in the state where services will be provided.

7.1.2. Maintain licensing requirements/certification/accreditation and required insurance coverage during the entire performance period with proof being submitted to the CO upon request.

7.1.3. Agree to a criminal background check, and drug testing, as a prerequisite for contract performance, if determined necessary by the CO.

7.1.4. Information obtained through the background check may be used in determining contractor's qualification for this contract. Information regarding a person's race, national origin, color, sex, religion, disability, genetic information (including family medical history), or age will not be evaluated or have any impact on the determination of qualifications for this contract.

7.1.5. Government may terminate the contract if the background check is determined to be unacceptable or if any aspect would jeopardize the health and safety of the students. Are responsible for maintaining their own malpractice/professional liability insurance and general liability insurance for each individual and/or company, with each contractor working on students listed as a covered entity.

8.0. Security Requirements

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

9.0. Data Rights

Student records and all reports generated are property of the US Government.

10.0. Governing Regulations, Handbooks, and References:

The Contractor shall provide Health and Wellness (H&W) services as specified in the following documents:

- Job Corps Federal Regulations (Title 20 Code of Federal Regulations, Part 684 as amended, Job Corps Program under Title TV-B of the Job Training Partnership Act.

- Applicable Technical Assistance Guides (TAG s)
- Job Corps CMHC Desk Reference
- Job Corps Health & Wellness information and Department of Labor PRH: https://supportservices.jobcorps.gov/health/Pages/default.aspx https://prh.jobcorps.gov/
- Job Corps Support Services: https://supportservices.jobcorps.gov/health/Pages/default.aspx

11.0. INVOICE PROCEEDURES:

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

12.0. CONTRACTORS PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS)

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

(a) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of Agriculture (USDA) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

(b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

(c) We request that you furnish the CO with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than **30 days after award.** Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report

information must be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at http://www.cpars.csd.disa.mil/. The CPARS User Manual, registration for Online Training for Contractor Representatives, and a practice application may be found at this site.

(e) Within 60 days after the end of a performance period, the CO will complete an interim or final past performance evaluation, and the report will be accessible at http://www.cpars.csd.disa.mil/. Contractor Representatives may then provide comments in response to the evaluation or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 – 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 60 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within 60 calendar days after receipt of the CPAR.

(f) The following guidelines apply concerning your use of the past performance evaluation:

(1) Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the CO for instructions.
(2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.
(3) Prohibit the use of or reference to evaluation data for advertising, promotional material, pre-award surveys, responsibility determinations, production readiness reviews, or other similar purposes.

(g) If you wish to discuss a past performance evaluation, you should request a

meeting in writing to the CO no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 60-day review period.

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

B. Contractors must register at the following websites:
CPARS: http://www.cpars.csd.disa.mil/ and PPIRS: http://www.ppirs.gov/

Pine Ridge JCC Medical Services
1282A726Q0023

ATTACHMENT 2 – QUOTER'S QUESTIONNAIRE

☐	Completed Schedule of Services with proposed pricing for the base year and 4 Option Years.
☐	Quoter confirms the attached Scope of work has been thoroughly reviewed before submitting a quotation.
☐	The registration process at www.SAM.gov has been successfully completed.
☐	Quoter confirms the provision FAR 52.204-26 and FAR 52.212-3, the annual representations and certifications, has been electronically completed at www.SAM.gov. The complete provision can be found at https://www.acquisition.gov/browse/index/far.
☐	Contract Federal Tax ID Number is provided: _____
☐	Contractor SAM Unique Entity ID number is provided: _____
☐	A copy of the applicable **State** license for each proposed Key Personnel is provided.
☐	A copy of the **Drug Enforcement Administration (DEA)** registration for each proposed Key Personnel is provided
☐	Proof of **Medical Liability Insurance**, in accordance with FAR 52.237-7; 52.228-5 and AGAR 452.228-71 is provided.
☐	A **resume** for each proposed Key Personnel is provided.
☐	All Key Personnel and substitute personnel will consent to a background check.
☐	Contractor's Point of Contact (POC) Information is provided: **Name:** **Company:** **Position**: **Email:** **Phone:** **Fax:**
☐	The following questions have been answered as provided below: 1. Within the past 5 years have you failed to complete any work awarded to you or been terminated for default or breach of contract? If yes, explain. 2. How will your company provide a qualified substitute, when necessary? 3. Please describe any prior experience in working with disadvantaged young adults, any special training received that would be an advantage to this position, and why you feel your company is best suited to providing care to the students. •
☐	The following three (3) professional references of similar past work performance is provided: • **Name:** **Organization:** • **Phone:** **Email:** • **Name:** **Organization:** • **Phone:** **Email:** • **Name:** **Organization:** • **Phone:** **Email:**
☐	I certify that all of the information provided above is complete, true, and correct to the best of my knowledge. **Sign**:_____ **Date**:_____