

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER		PAGE OF 1 46	
2. CONTRACT NO. 75N98024D00057		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER 75N98023R00014		6. SOLICITATION ISSUE DATE 06/30/2023
7. FOR SOLICITATION INFORMATION CALL:		a. NAME TEDNETTE WHITE			b. TELEPHONE NUMBER (No collect calls) +1 301 827 4790		8. OFFER DUE DATE/LOCAL TIME ED
9. ISSUED BY CODE OD/OLAO-OA National Institutes of Health Office of Logistics and Office of Administration 6011 Executive Blvd Rockville, MD 20852-3804				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"/> WOMEN-OWNED SMALL BUSINESS (WOSB) NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 339112 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) SIZE STANDARD: 1,000 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) <input type="checkbox"/> 8(A)			
11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> REQUEST FOR QUOTE (RFQ) <input type="checkbox"/> INVITATION FOR BID (IFB) <input type="checkbox"/> REQUEST FOR PROPOSAL (RFP)	
15. DELIVER TO CODE NIH SUPPLY CENTER NIH Supply Center 16071 Industrial Drive Gaithersburg, MD 20877				16. ADMINISTERED BY CODE OD/OLAO National Institutes of Health OD - Office of Logistics and Acquisition Operations Bethesda, MD 20892-7511			
17a. CONTRACTOR/ OFFEROR CODE PBVAWYZKUD83 ATLANTIC TRADING LLC:1501587 Attn: Trent Matthew Todd 5900 BALCONES DRIVE SUITE 4031 AUSTIN TX 78731 TELEPHONE NO. 5732397088		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE OA OLAO-BR-4 Approved By, OA-OLAO - Branch 4 Paid By: NIH Commercial Accounts Br 6701 Rockledge Drive 3rd Floor Bethesda, MD 20892-7784			
<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
	UEI: PBVAWYZKUD83 Health and Human Services (HHS)-Wide American-Made and Sourced Personal Protective Equipment (PPE) IIJA Compliant PPE This contract vehicle is for all HHS agencies use. SEE CONTINUATION PAGE FOR DETAILS Period of Performance: 09/30/2024 to 09/29/2026 Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Government Use Only) \$98,999,998.68	
<input type="checkbox"/> 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						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE 75N98023R00014 OFFER DATED 09/13/2023. 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) Trent M. Todd VP, Business Development		30c. DATE SIGNED 9/30/2024		31b. NAME OF CONTRACTING OFFICER (Type or print) GREGORY D. HOLLIDAY		31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	<p>The purpose of this contract is to acquire (American made and sourced) personal protective equipment (PPE) as defined under Subtitle C of Title IX of Division G "Make PPE in America Act" of the Infrastructure Investment and Jobs Act (Pub. L. 117-58) (the "Act" or the "IIJA Act") to support the activities of the Health and Human Services (HHS) Agencies & Offices (13 operating divisions, including 10 agencies in the U.S. Public Health Service and three human services agencies, across all Institutes, Centers, and Offices.</p> <p>Below is the PPE ITEM available on this contract vehicle.</p> <p style="text-align: center;">1. Coveralls</p> <p>SEE THE PRICE SCHEDULE BELOW All other pricing is available at Task Order level.</p> <p>Obligated Amount: \$0.00 Product/Service Code: 6515 Product/Service Description: MEDICAL AND SURGICAL INSTRUMENTS, EQUIPMENT, AND SUPPLIES Continued ...</p>	20454545	EA	2.42	

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
75N98024D00057

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NAME OF OFFEROR OR CONTRACTOR
ATLANTIC TRADING LLC:1501587

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2	<p>The purpose of this contract is to acquire (American made and sourced)personal protective equipment (PPE) as defined under Subtitle C of Title IX of Division G "Make PPE in America Act" of the Infrastructure Investment and Jobs Act (Pub. L. 117-58) (the "Act" or the "IIJA Act") to support the activities of the Health and Human Services (HHS) Agencies & Offices (13 operating divisions, including 10 agencies in the U.S. Public Health Service and three human services agencies, across all Institutes, Centers, and Offices.</p> <p>Below is the PPE ITEM available on this contract vehicle.</p> <p style="padding-left: 40px;">2. Caps</p> <p>SEE THE PRICE SCHEDULE BELOW All other pricing is available at Task Order level.</p> <p>Obligated Amount: \$0.00 Product/Service Code: 6515 Product/Service Description: MEDICAL AND SURGICAL INSTRUMENTS, EQUIPMENT, AND SUPPLIES</p> <p>The overall minimum for this contract is \$10,000.00 The overall maximum for this contract is \$99,000,000.00 The minimum amount for an order against this contract is: \$0.00 The maximum amount for an order against this contract is \$99,000,000.00</p>	93396226	EA	0.53	

Contract Number Designation

On all correspondence submitted under this contract, the Contractor agrees to clearly identify the two contract numbers that appear on the face page of the contract as follows:

Contract No. **75N98024D00057**

DESCRIPTION:

The National Institutes of Health (NIH), a division of Health and Human Services (HHS), whose mission it is to apply research and make new discoveries **to enhance health, lengthen life, and reduce illness and disability** is seeking commercial products in the form of **Personal Protective Equipment (PPE)** as defined under Subtitle C of Title IX of Division G -Make PPE in America Act of the Infrastructure Investment and Jobs Act (Pub. L. 117-58) (the Act or the IJA Act).

SEE ATTACHMENTS for **Pricing Schedule**

Minimum and Maximum Contract Amounts

Under an **Indefinite-Delivery, Indefinite-Quantity (IDIQ) contract**, the Government's agreement to order the minimum quantity provides the consideration necessary to bind the contractor to furnish additional quantities that the Government may, but is not required, to order, up to a stated maximum quantity.

*During the contract period of performance (which includes the base period plus all exercised options), the Government shall place orders at a **minimum of \$10,000** for successful performance under this contract. The **maximum value** of all contracts is **\$99,000,000.00**. The cumulative amount of all **delivery orders shall not exceed \$99,000,000.00** for the entire lifecycle of all the contracts awarded.*

The Government has no obligation to issue delivery orders to any contractor beyond the minimum amount specified above. For each successful contractor, there will be a one time "minimum guarantee award amount" during the life of the contract, which includes all option years, if exercised. This amount can only be claimed at the end of the contract period if the contractor takes advantage of fair opportunity by proposing on at least one Delivery Order, within the CLIN Areas for which the Contractor received award, offered to the contractor during the years for which the Contractor is eligible.

Independently and not as an agent of the Government, the Contractor shall furnish all the necessary services, qualified personnel, material, equipment, and facilities, not otherwise provided by the Government as needed to perform the **IIJA Compliant Personal Protection Equipment (PPE)** below:

STATEMENT OF WORK
IIJA Compliant PPE Specifications, Certification Levels, and Attributes

NIH Supply Center, Division of Logistics Services (DLS)
August 31, 2023

Overview

The purpose of this document is to identify specifications, certification levels, and attributes of Infrastructure Investment and Jobs Act (IIJA) compliant PPE. The authors of this document recognize that the PPE needs across NIH are broad and may change. This document aims to provide an overview of some of the standards and certifications that may be present on different types of PPE. The lists provided are not comprehensive and the intended use of the products should inform the certifications and standards that should be associated with a product. Some categories of PPE list several standards. These standards and certifications may or may not exist simultaneously for the same product as the requirements change based on the intended use scenarios for many types of PPE. The list does include only some examples and do not include all of the interested standards, certifications, or PPE types. The information below should not be considered complete or absolute. The intended use scenario must be carefully considered before purchasing is initiated.

General Requirements

To ensure and sustain an NIH-mission ready supply chain, the below requirements must be met.

- I. The Contractor shall ensure continuity and ready availability (to ensure no lapse in delivery and order fulfillment support to NIH) to sustain delivery to the Government within 1 week (Business Week, excluding Federal Holidays) of Task Order placement.
- II. When a Contractors' product has changed, as a result of new technology or if the product is no longer available (e.g., discontinued production), the Contractor shall propose a replacement product, of equal or greater capabilities/value. The proposed alternative must be approved in writing by the Government COR and Contracting Officer prior to production and/or delivery and incorporated into the contract as a contract modification.
- III. The Contractor shall be allowed to replace the product(s) on the Contract twice per year. The new technology shall be approved in writing by the Government COR and Contracting Officer. Under no circumstances shall NIH incur additional costs for product upgrades unless the cost variance is approved by the government COR and government Contracting Officer and incorporated via formal contract modification.

Upon approval of a product upgrade, the Contractor shall retain resources necessary to address all Task Order requirements for the legacy product(s). If resources are not available to address all requirements for the legacy product(s), the legacy product(s) shall be replaced with the Contractors' new product to meet the requirements of the existing Order, at no additional cost to the Government.

- IV. It is preferred that ISO 17025 certified labs are used for testing the PPE (if not a certified product).
- V. The Contractor shall have:
 - i. Capability for nationwide (**contiguous only**) delivery (validated through previous commercial or Government contracts)
 - ii. Ability to deliver to NIH Supply Center up to twice weekly on designated day and to designated dock.
 - iii. Surge capability to meet the disaster relief or increased customer demands (ex. Force majeure events, evolving customer needs, etc.)

PPE Masks

The below table lists the expected utilization of masks and respirators, and associated certifications.

Table 1. Expected utilizations of masks and associated certifications

PPE Mask Type	Sample Image	Proposed Utilization (Estimates)	Certification Level
Filtering Facepiece Respirators (N, R, P series with 95, 99, or 100 protections)	For Sample Image, see link in footnote ¹	25%	9 CFR 1910.12442 CFR 84 ²
Filtering Facepiece Surgical N95	NIOSH Conformity Assessment Letter to Manufacturers (CA 2018-1010R1) NPPTL NIOSH CDC		42 CFR 84 (required) in addition to ASTM F1862, CPSC CS-191-53 (16 CFR Part 1610), ISO-10993-1,
Respirators other than Filtering	Types of Respiratory Protection (cdc.gov)		42 CFR 84 (required) In addition, there may be certification to one or more

¹ chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.cdc.gov/niosh/npptl/pdfs/N95-Infographic-Mask-Labeling-508.pdf

² 42 CFR Part 84 Approval of Respiratory Protective Devices

PPE Mask Type	Sample Image	Proposed Utilization (Estimates)	Certification Level
Facepiece Respirators			other standards, such as NFPA 1981, NFPA 1984, NFPA 1986, NFPA 1987
Surgical Tie-On		10%	ASTM F2100 Level 3, 16 CFR 1610

PPE Mask Type	Sample Image	Proposed Utilization (Estimates)	Certification Level
Procedure Earloop		40%	ASTM F2100 Level 1, 2, 3, 16 CFR 1610
Non-medical barrier face covering	Please see: Face Coverings (cdc.gov)	20%	ASTM F3502-21 ³
Clear Masks		5%	ASTM F2100, 16 CFR Part 1610 Note: NIOSH has approved clear respirators. If a clear respirator is desired, the

³ ASTM F3502 Standard Specification for Barrier Face Covering

			requirements for respirators should be referenced.
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NIOSH approved Respirators

The U.S. [National Institute for Occupational Safety and Health](#) (NIOSH) approves respirators for use in occupational settings in the United States. The certification and approval process for respiratory protective devices is governed by Part 84 of Title 42 of the Code of Federal Regulations (42 CFR 84). Respiratory protective devices so classified include air-purifying respirators (APR) such as filtering facepiece respirators and elastomeric respirators that utilize filters or chemical protective cartridges that have incorporated particulate filter elements. Enforcement agencies such as OSHA and MSHA have requirements for proper selection, use, care and maintenance of NIOSH approved respirators required to be used in occupational settings.

NIOSH approved respirators are provided with an approval label that describes the protections to which they are certified. A respirator should be selected based on the expected exposures and hazards. NIOSH approved respirators should verify that their respirator is approved by accessing the [NIOSH Certified Equipment List](#). Respirators must be NIOSH approved and available in a range of sizes that will fit multiple face shapes and sizes. The protections listed on the NIOSH approval label assume that the respirator is properly fitted to the wearer.

Face Coverings that are not Respirators

Procedural masks are breathable disposable masks designed for one-time use in medical environments, including patient procedures, isolation, or dental practices. Procedural masks are traditionally characterized by an ear loop attachment and a colored outer layer. They are used to protect both patients and staff from the transfer of respiratory droplets by coughing, sneezing, or talking.

Conversely, surgical masks are loose-fitting disposable masks designed for one-time use in medical environments. Intended for operating rooms, surgical masks are characterized by surgical ties behind the head and closeness of fit. They are designed to protect the clinician from contaminated fluid or debris generated during procedures.

Non-Medical Face Coverings – All masks proposed under this heading must be, at a minimum, Disposable 3-ply masks OR reusable, washable fabric masks.

Other PPE: Coveralls, Lab Coats, Jackets, Gowns, Shoe Covering, and Headwear

Table 2. Utilization of other PPE and associated certifications

PPE Type	Image	Proposed Utilization (Estimates)	Certification Level
Lab Coats & Jackets		50%	ASTM F1670 ⁴ , ASTM F1671 ⁵ , ASTM F903 ⁶ , AATCC TM42 ⁷ , NFPA 701 ⁸ or NFPA 2112 ⁹ , 16 CFR 1610 ¹⁰ , ANSI/ AAMI PB70 ¹¹
Coveralls		5%	ASTM F1670 ¹² , ASTM F1671 ¹³ , ASTM F903 ¹⁴ , AATCC TM42, NFPA 701 or NFPA 2112, 16 CFR 1610, ISO 16603, ISO 16604, EN 14126, NFPA 1999, NFPA 1950, NFPA 1990, NFPA 1991, NFPA

⁴ ASTM F1670 Test Method for Resistance of Materials Used in Protective Clothing to Penetration by Synthetic Blood

⁵ ASTM F1671 Standard Test Method for Resistance of Materials Used in Protective Clothing to Penetration by Blood-Borne Pathogens Using Phi-X174 Bacteriophage Penetration as a Test System

⁶ ASTM F903 Standard Test Method for Resistance of Materials Used in Protective Clothing to Penetration by Liquids

⁷ AATCC TM42 Test Method for Water Resistance: Impact Penetration

⁸ NFPA 701, Standard Methods of Fire Tests for Flame Propagation of Textiles and Films

⁹ NFPA 2112 Standard on Flame-Resistant Clothing for Protection of Industrial Personnel Against Short-Duration Thermal Exposures from Fire

¹⁰ 16 CFR 1610 Standard for the flammability of clothing textiles S

¹¹ ANSI/ AAMI PB70 Liquid barrier performance and classification of protective apparel and drapes intended for use in health care facilities

¹² ASTM F1670 Test Method for Resistance of Materials Used in Protective Clothing to Penetration by Synthetic Blood

¹³ ASTM F1671 Standard Test Method for Resistance of Materials Used in Protective Clothing to Penetration by Blood-Borne Pathogens Using Phi-X174 Bacteriophage Penetration as a Test System

¹⁴ ASTM F903 Standard Test Method for Resistance of Materials Used in Protective Clothing to Penetration by Liquids

PPE Type	Image	Proposed Utilization (Estimates)	Certification Level
			1992, NFPA 1994, NFPA 1951
Surgical gowns		5%	ASTM F1670 ¹⁵ , ASTM F1671 ¹⁶ , ASTM F903 ¹⁷ , 16 CFR 1610, ASTM F2407, ANSI/AAMI PB70 (Level 2-4)
Isolation gowns	Read More About Isolation Gowns Here	5%	ASTM F1670 ¹⁸ , ASTM F1671 ¹⁹ , ASTM F903 ²⁰ , 16 CFR 1610, ASTM F3352, ANSI/AAMI PB70 (Level 1-4)
Face shields		5%	ANSI/ISEA Z87.1 ²¹ , 29 CFR 1910.133 ²² , ANSI/ISEA Z87.62

¹⁵ ASTM F1670 Test Method for Resistance of Materials Used in Protective Clothing to Penetration by Synthetic Blood

¹⁶ ASTM F1671 Standard Test Method for Resistance of Materials Used in Protective Clothing to Penetration by Blood-Borne Pathogens Using Phi-X174 Bacteriophage Penetration as a Test System

¹⁷ ASTM F903 Standard Test Method for Resistance of Materials Used in Protective Clothing to Penetration by Liquids

¹⁸ ASTM F1670 Test Method for Resistance of Materials Used in Protective Clothing to Penetration by Synthetic Blood

¹⁹ ASTM F1671 Standard Test Method for Resistance of Materials Used in Protective Clothing to Penetration by Blood-Borne Pathogens Using Phi-X174 Bacteriophage Penetration as a Test System

²⁰ ASTM F903 Standard Test Method for Resistance of Materials Used in Protective Clothing to Penetration by Liquids

²¹ ANSI/ISEA Z87.1-2015 American National Standard for Occupational And Educational Personal Eye And Face Protection Devices

²² 29 CFR 1910.133 Eye and face protection

ANSI Z89. 1 -ADD IN TITLE.

PPE Type	Image	Proposed Utilization (Estimates)	Certification Level
Safety Glasses/Goggles		5%	ANSI/ISEA Z87.1, 29 CFR 1910.133, ANSI/ISEA Z87.62
Caps		15%	ASTM F1670, ASTM F1671, ANSI/AAMI PB70-23
Shoe Covers		15%	ANSI/ISEA 101-1996, ASTM F1670, ASTM F1671, NFPA 999, ANSI/AAMI PB70-23

ALL PPE RESPONSES SHOULD INDICATE WHICH LEVEL OF PROTECTION IS PROVIDED BY THE RESPONSIVE OFFEROR:

Table 3. Civilian PPE

OSHA/EPA Classification ²³²⁴	Level A	Level B	Level C	Level D
Protections Provided	Highest level of skin, eye, respiratory protection	Highest level of respiratory protection; lower level of skin protection.	Lower level of respiratory and skin protection. Adequate for radiation event response where	Lowest level of respiratory and skin protection.

²³ [OSHA PPE information](#)

²⁴ [EPA PPE information](#)

OSHA/EPA Classification ²³²⁴	Level A	Level B	Level C	Level D
			other hazards have been determined not to be present	
Indications	<p>Identified or suspected hazards requiring maximal skin, eye, and respiratory protection.</p> <p>Working in confined areas where hazards have not been fully characterized.</p>	<p>Identified or suspected hazards requiring maximal respiratory protection.</p> <p>Working in atmospheres containing less than 19.5% oxygen.</p> <p>Lower-level skin hazard may be present.</p>	<p>Hazard have been identified.</p> <p>Hazards will not be absorbed by or adversely affect exposed skin.</p> <p>All criteria for using an air purifying respirator are met (i.e., concentrations of all airborne contaminants are known, appropriate filters are available, oxygen levels are sufficient).</p>	<p>Atmosphere contains no known hazards.</p> <p>No or very low potential for unexpected respiratory or skin contact with environmental hazards.</p>
Who Should Wear	<p>First responders</p> <p>When identified or potential risk of biological, liquid vapor chemical hazard exposure exists</p>	<p>First responders</p> <p>When entering the most heavily contaminated radiation zones to rescue victims or protect valuable property necessary for public welfare.</p>	<p>First responders and first receivers</p> <p>When caring for patients/victims likely to be contaminated with radiological material.</p>	<p>First receivers</p> <p>When working in post-decontamination areas should wear Standard Precautions PPE (per protocol) for infection control purposes²⁵</p>

²⁵ Standard precautions PPE and procedures used to prevent transmission of infections within healthcare settings provides adequate protection against low levels of radiological contamination that may be found in post-decontamination areas of the hospital (e.g., emergency department and surgical suites). No formal PPE is required to be worn when delivering care to persons with high dose radiation exposure although reverse isolation procedures will need to be observed as neutropenia becomes prominent.

ADDITIONAL COMPOSITION STANDARDS - Animal Lab Facilities

Suppliers should ensure the PPE meets the specifications above and below and are available in multiple sizes to meet the capability for several different types of PPE to be worn together. If PPE does not fit properly, it will not meet the required safe level of protection for the staff and the animals.

Suppliers must meet the standards for personal protective equipment (PPE) found here:

1. **The National Institutes of Health Standard for Laboratory Animal Feed and Bedding Distribution Center Sanitation and Pest Management Guidance: NIH STD No. 1F March 6, 2008: [NIH STD12008b](#).** This document covers the established sanitation, pest management, and quality assurance requirements applicable to the commercial storage and transport of laboratory feed and bedding. Since the supplier's warehouse will store supplies which will come into contact with the NIH animals or their environment, the area must also be protected from the risk of contamination from animal pathogens, toxic and or hazardous substances. Ideally, the product(s) shall also be protected from dust which may carry or harbor potential pathogens, toxins or hazardous agents. **Awarded Contractor(s) will be required to provide (upon award)** the name of the firm that provides vermin and pest control services as well as a description of their pest control program. **Awarded Contractor(s) shall also provide**, upon award, a copy of the pesticides used, program for maintaining the stored product(s) free of pesticide residues, facility map, and the latest quality assurance report and service report and provide the regularly scheduled and documented program of manufacturing, storage, control and monitoring that exist.
2. **The National Research Council (2011). Guide for the Care and Use of Laboratory Animals, 8th Edition. Pages 21, 22, 141. Institute of Laboratory Animal Resources, Commission on Life Sciences.** This document provides the framework for understanding the potential hazards when working in an animal facility and the specific protective measures to reduce the risk, with an emphasis on personnel protective equipment (PPE).
3. **National Institute of Health, Animal Research Advisory Committee Guidelines for Personnel Protection in Animal Facilities**

In addition to the standards and certifications set forth above for fluid resistance, tear and puncture resistance and protection from splash and particulate contamination, the minimum acceptable standards for animal lab specific PPE is as follows:

Salient Characteristics for Spun Bound Melt-Blown Synthetic (SMS) Lab Coats:

- Weight of 1.5 ounces per square yard
- Velcro closures front;
- Knit cuff and collar
- Minimum of 3 pockets
- Available in Small to Six (6) XL as set forth here:

Lab Coat Spec Sizing					2XL	3XL	4XL	5XL	6XL
Inches	Small	Medium	Large	X Large	XX Large	XXX Large	XXXX Large	XXXXXL	XXXXXXL
Chest	23	25	26	28	30	31.5	33	34.5	36
Arm Pit	12.25	12.25	12.25	13	13	13	13	13	13
Sleeve Out Seam	32.5	33.5	35	36.5	37	37.5	38	38.5	38.5
Body Length	44.5	44.5	44.5	45	46	46	46	46	46
Sleeve opening	6.5	6.5	6.5	6.5	7	7	7	7	7

Salient Characteristics: Polypropylene Coverall (protection against non-hazardous dirty environments):

- ANSI/ISEA Spec 101-1996 standard
- Weight of 1.4 ounces per square yard
- Zipper fronts
- Snap front pocket
- Elastic wrists, elastic thumb loops, elastic ankles
- Available in sizes small to six (6) XL

Coverall Spec Sizing									
Inches	Small	Medium	Large	X Large	2X Large	3X Large	4X Large	5X Large	6X Large
Chest	23	24.5	26	27.5	29	31.5	34	37	40
Inseam	27.5	28	29	29.5	30.5	31.5	33	35	36
Sleeve Outseam	32	33.5	34.5	36.5	40	41	42	42.5	43
Body Length	35	37	39	41	43	45	47	49	51
Sleeve Opening	6.5	6.5	6.5	6.5	6.5	7	7.5	7.5	8
Leg opening	11.5	11.5	11.5	11.5	11.5	12	12.5	12.5	13
Front Opening	24.5	28.5	28.5	28.5	31	31	32.5	32.5	34

Salient Physical Property of the SMS Coverall:

- Elastic wrists, elastic ankles,
- 2 pockets with zipper front
- Weight is 1.8 oz.
- Available from small to six (6) XL.

Salient Physical Property Microporous Film Coveralls:

- Laminated microporous film/spun bound Polypropylene reinforced with a nylon scrim core for strength, flexibility, fluid resistance and durability.
- Must pass blood borne pathogen and viral penetration tests for use in containment areas.
- Weight is 2.11 oz.
- Elastic wrists, elastic thumb loops and elastic ankles
- Available from small to six (6) XL

Salient Physical Property of the Non-Skid/Water Resistant Shoe Cover:

- Polyethylene fabric
- 2.25 mil thickness
- Skid-resistant sole
- Available in sizes large and XL.

Salient Physical Property of the PE Coated Polypropylene Protective Sleeves:

- PE Coated Polypropylene
- 18-inch sleeves
- Elastic band at both ends of sleeves
- 1670/171 certified

Salient Physical Property of the Polypropylene Bouffant Caps

- 24 inches
- Disposable

PACKAGING, MARKING, AND SHIPPING

All deliverables required under this contract shall be packaged, marked, and shipped in accordance with Government specifications. At a minimum, all deliverables shall be marked with the contract number and Contractor name. The Contractor shall guarantee that all required materials shall be delivered in immediate usable and acceptable condition.

Overview

Following Packaging, Marking and Shipping requirements apply to the Infrastructure Investment and Jobs Act (IIJA) Compliant PPE. These requirements are not exhaustive and are subject to change with evolving policy and global supply chain impacts.

ARTICLE 1. Packaging and Marking Requirements

- a. For the purpose of pricing, invoicing, and inventory management, the Contractor shall specify and use the following unit of measure: each (ex. “item”, “case”, “box”, etc.)
Note: When using a unit of measurement other than each, a conversion factor to each must be included, i.e., a box of 50 could be represented as Box/50 each.
- b. The Contractor shall package the product in accordance with the manufacturer's recommendation to protect the product in shipping and in storage.
- c. The Contractor shall clearly identify the quantity of units per case, and the quantity of cases per pallet on the proposal, invoice, and delivery documentation.
- d. The Contractor shall clearly display a label which shall include the following information: manufacturer, model name/number, count, type, expiration date, and special storage requirements.
- e. The Contractor shall mark cartons containing glass or breakable items appropriately (e.g., fragile, this ends up, etc.).
- f. For bulk packaging, the Contractor shall identify full pallet shipping dimensions, to include length, width, and height on each Order.
- g. The Contractor must identify whether materials can be stacked for storage or shipment purposes (items must be marked if they cannot be stacked).
- h. The Contractor shall clearly identify and specify product shelf life or relevant expiry date. All products delivered to NIH shall have at least 85% of their useful life remaining.
- i. All shipments must be bar coded. The bar code shall be 3 of 9 codes as per the current Federal Std. No. 123 and Military Standard, Mil-STD-1189. The 13-digit National Stock Number (NSN) for the specific item shall be marked below the bar code symbol, (example below)



7530-00-L05-0109

Product Name (under the bar code but not coded in the bar code)

NOTE: The bar code when scanned should read the 13-digit NSN ONLY.

Nomenclature, hyphens, dashes, asterisks, etc. should not be included in the bar code reading. A brief item description can be included on the label below the bar code.

ARTICLE 2. Shipping Requirements

- a. All products must be stacked and shrink-wrapped on a standard 42" X 40", 4-way pallet stacked no more than 55" high.
- b. The height of the loaded pallet shall be standard height and shall not exceed 55" from floor.
- c. Multiple items shipped must not be commingled on the pallet (small shipments can share a pallet with like items on the same order but grouped together and the individual shipments identified within the shrink wrap).
- d. The Contractor shall identify fully loaded pallet shipping weight.
- e. Bulk palletized product shall be packaged and shipped using shrink wrap to protect and secure the contents. All pallet labelling must be applied on the outside of the shrink wrap.
- f. For bulk labeling, the Contractor shall label each pallet clearly marked on four sides for easy visibility and markings that include the following: "NIH SUPPLY CENTER", NIH full order number, make, model, expiration date and count (number of cases and quantity per case)
- g. All shipments shall be clearly marked with the NIH full purchase order number visible on the packing/delivery ticket.
- h. The Contractor shall provide Free On Board (F.O.B.) Destination shipping, Shipping to NIH's points of distribution is the sole responsibility of the Contractor.
- i. The Contractor, or Contractor's carrier, shall notify the receiving facility's point of contact of all deliveries via written communications using email in order to ensure coordination of the delivery.

Federal Standard Requirements

All responsive offerors must follow shipment requirements, marked, labeled, and packaged in accordance with Federal Standard 123H (FED-STD-1)

INSPECTION AND ACCEPTANCE

The Government reserves the right to inspect all products and deliveries in accordance with these requirements and as called for by the order.

The COR or the COR assigned designee shall review the products and deliveries within 3 business days of delivery. Prior to acceptance, the COR or COR assigned designee shall provide the Contractor with an email that provides documented reasons for non-acceptance. A Supply Discrepancy Report (SDR) will be prepared for each item not conforming to item description, quantity, condition, quality, packaging, or other provisions set forth in the order. The Contractor will be notified of the discrepancy and will be given 2 business days to correct any discrepancy or notify the COR of a proposed alternate corrective action plan, at no additional cost to the Government.

Should there be a problem regarding a delivery required by the terms and conditions of an order or these special provisions, the Contractor must contact the COR. Failure to comply with the order terms and conditions, or the NIHSC special provisions may result in delays in receiving, acceptance and payment. In addition, recurring failure to comply may hinder future opportunities to provide supplies to the NIHSC.

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available. Also, the full text of a clause may be accessed electronically at this address:
<https://www.acquisition.gov/?q=browsefar>.

1. FAR 52.246-2 Inspection of Supplies - Fixed-Price. (AUG 1996)
2. FAR 52.246-16 Responsibility for Supplies. (APR 1984)

DELIVERIES OR PERFORMANCE

Contract Period	Start Date	End Date	Duration
Base Period	09/23/2024	09/22/2026	24 months
Option Period 1	09/23/2026	09/22/2027	12 months
Option Period 2	09/23/2027	09/22/2028	12 months

Delivery Requirements

- a. The Contractor shall be prepared to make deliveries up to 2 times per Business Week, excluding Federal Holidays.
- b. Delivery locations shall be on the task order. However, most orders will be to the NIH Supply Center (NIHSC) located at 16071 Industrial Drive, Gaithersburg, MD 20877 (phone: 1-833-366-3644 and email: NIHSC-CustomerService@od.nih.gov) between the hours of 7:00 A.M. and 3:00 PM. Monday through Friday except Federal Government holidays and closings.
- c. The Contractor shall ship directly to the Building 10 Self Service Store located at The National Institutes of Health, Building 10 Room B2B41, 9000 Rockville Pike, Bethesda MD 20892 (phone: 301-496-2051) between the hours of 8:00 A.M. and 4:00 P.M. Monday through Friday except Federal Government holidays and closings.
- d. The Contractor shall drop ship to multiple strategically located NIH hub facilities throughout the contiguous US including but not limited to Montgomery County, MD, Frederick, and Baltimore (MD), Research Triangle Park (NC), RML (MT), Phoenix (AZ). Please see Table 1 below.
- e. The Government will provide specific delivery addresses, point(s) of contact and quantities at the time of order.
- f. The Government may identify special delivery instructions, to include, but not limited to "lift gate" and/or "inside delivery" at the time of order, for some or all delivery locations. The Contractor, or Contractor's carrier, must be prepared to handle the special delivery requirements indicated at no additional charge to the NIH receiving location. In other cases, a width restriction is identified (by delivery location) to ensure the full pallet can be properly received.
- g. The Contractor shall deliver items to designated NIH location(s) no later than seven (7) calendar days after receipt of order, unless otherwise specified at time of order.
- h. The Government may accept partial or staggered deliveries. The Contractor shall provide notification via written communication through email and receive written approval from the Contracting Officer and/or Contracting Officer's Representative for partial or staggered deliveries.
- i. Staggered delivery conditions: When staggered delivery is required, a minimum of fifty (50) percent of the total order shall be delivered as part of the first partial delivery. The remaining materials shall be delivered no later than fourteen (14) calendar days following receipt of order.

- j. Special delivery options: The Government reserves the right to require expedited delivery options on an as needed basis, including but not limited to the following:
 - i. Overnight/Expedited

Table 1. Addresses the NIH Supply Center Delivers To

NIH Organization/Institute	Address	Contract
NIH Supply Center (NIHSC)	The National Institutes of Health 16071 Industrial Drive, Gaithersburg, MD 20877	Ph: 1-833-366-3644 Email: NIHSC-CustomerService@od.nih.gov
Building 10 Self Service Store	The National Institutes of Health Building 10, Room B2B41 9000 Rockville Pike, Bethesda, MD 20892	Ph: 301-496-2051
Various NIH locations in Montgomery County, MD	Multiple	Assigned individual point of contact
National Cancer Institute at Frederick	1050 Boyles St, Frederick, MD 21702	Assigned individual point of contact Main Ph: 301-846-5115
TRIAD technology Center	The National Institutes of Health 333 Cassell Drive, Baltimore, MD 21224	Assigned Individual point of contact
NIEHS	The National Institutes of Health 111 TW Alexander Dr./ BLDG 104 Research Triangle Park, NC 27709	Assigned individual point of contact Main Ph: 919-541-3345
Rocky Mountain Laboratories (RML)	The National Institutes of Health Central Receiving - Building 22 903 South 4th Street Hamilton, MT 59840	Assigned individual point of Contact
Biomedical Research Center (BRC)	Johns Hopkins Medical Center at Bayview, 4940 Eastern Ave Baltimore, MD 21224	Assigned individual point of contact Main Ph: 510-550-0100
NIDDK/ Arizona	National Institutes of Health 1550 East Indian School Road Phoenix, Arizona 85014	Assigned individual point of contact

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available. Also, the full text of a clause may be accessed electronically at this address:
<https://www.acquisition.gov/?q=browsefar>.

1. FAR 52.242-17 Government Delay of Work. (APR 1984)
2. FAR 52.247-34 F.o.b. Destination. (JAN 1991)
3. FAR 52.242-15 Stop Work (AUG 1989)

CONTRACT ADMINISTRATION DATA

Invoice and Payment Provisions (Vendor has Transitioned to IPP)

The following clause is applicable to all Purchase Orders, Task or Delivery Orders, and Blanket Purchase Agreement (BPA) Calls: **Prompt Payment (Jan 2017) FAR 52.232-25**. Highlights of this clause and NIH implementation requirements follow:

I. Invoice Requirements

A. An invoice is the Contractor's bill or written request for payment under the contract for supplies delivered or services performed. A proper invoice is an "Original" which must include the items listed in subdivisions 1 through 12, below, in addition to the requirements of FAR 32.9. If the invoice does not comply with these requirements, the Contractor will be notified of the defect within 7 days after the date the designated billing office received the invoice (3 days -**business week excluding federal holidays**) for meat, meat food products, or fish, and 5 days for perishable agricultural commodities, dairy products, edible fats, or oils) with a statement of the reasons why it is not a proper invoice. (See exceptions under II., below.) Untimely notification will be considered in the computation of any interest penalty owed the Contractor.

1. Vendor/Contractor: Name, Address, Point of Contact for the invoice (Name, title, telephone number, e-mail, and mailing address of point of contact).
2. Remit-to address (Name and complete mailing address to send payment).
3. Remittance name must match exactly with name on original order/contract. If the Remittance name differs from the Legal Business Name, then both names must appear on the invoice.
4. Invoice date.
5. Unique invoice #s for all invoices per vendor regardless of site.
6. NBS document number formats must be included for awards created in the NBS: Contract Number; Purchase Order Number; Task or Delivery Order Number and Source Award Number (e.g., Indefinite Delivery Contract number; General Services Administration number); or, BPA Call Number and BPA Parent Award Number.
7. Unique Entity Identifier (UEI) which is in the System for Award Management (SAM) and replaces the Dun & Bradstreet Data Universal Numbering System (DUNS) number.
8. Federal Taxpayer Identification Number (TIN). In those rare cases where a contractor does not have a UEI number or TIN, a Vendor Identification Number (VIN) must be referenced on the invoice. The VIN is the number that appears after the Contractor's name on the face page of the award document.
9. Identify that payment is to be made using a three-way match.
10. Description of supplies/services **that match** the description on the award, by line billed.*
11. Freight or delivery charge must be billed as shown on the award. If it is included in the item price do not bill it separately. If identified in the award as a separate line item, it must be billed separately.

12. Quantity, Unit of Measure, Unit Price, Extended Price of supplies delivered or services performed, as applicable, and that **match** the line items specified in the award.*

NOTE: If your invoice must differ from the line items on the award, please contact the Contracting Officer before submitting the invoice. A modification to the order or contract may be needed before the invoice can be submitted and paid.

Shipping costs will be reimbursed only if authorized by the Contract/Purchase Order. If authorized, shipping costs must be itemized. Where shipping costs exceed \$100, the invoice must be supported by a bill of lading or a paid carrier's receipt.

B. The Contractor shall submit invoices to the Department of Treasury's Invoice Processing Platform (IPP) at <https://www.ipp.gov> with a copy to the approving official, as directed below.

The Contractor shall submit a copy of the electronic invoice to the following Approving Official (Contracting Officer) and Contracting Officer's Representative:

Approving Official: Contracting Officer
Name- Greg Holliday Email Address- hollidag@odepsm1.od.nih.gov

Contracting Officer's Representative
Name- Gwen Carr Email Address- gwendolyn.carr@nih.gov

The Contracting Officer and Contract Specialist will be identified at the Delivery Order level of the contract.

II. Invoice Payment

A. Except as indicated in paragraph B., below, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

1. The 30th day after the designated billing office has received a proper invoice.
2. The 30th day after Government acceptance of supplies delivered or services performed.

B. The due date for making invoice payments for meat and meat food products, perishable agricultural commodities, dairy products, and edible fats or oils, shall be in accordance with the Prompt Payment Act, as amended.

III. Interest Penalties

A. An interest penalty shall be paid automatically, if payment is not made by the due date and the conditions listed below are met, if applicable.

1. A proper invoice was received by the designated billing office.
 2. A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or contractor compliance with a term or condition.
 3. In the case of a final invoice for any balance of funds due the contractor for supplies delivered or services performed, the amount was not subject to further settlement actions between the Government and the Contractor.
- B. Determination of interest and penalties due will be made in accordance with the provisions of the Prompt Payment Act, as amended, the Contract Disputes Act, and regulations issued by the Office of Management and Budget.

IV. FAR 52.232-40 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS, (March 2023)

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

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

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

(End of Clause)

V. HHSAR 352.232-71 Electronic Submission of Payment Requests (February 2, 2022)

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

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

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

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

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

(End of Clause)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available. Also, the full text of a clause may be accessed electronically at this address: <https://www.acquisition.gov/?q=browsefar>.

SPECIAL CONTRACT REQUIREMENTS

ARTICLE 1. ACKNOWLEDGEMENT OF FEDERAL FUNDING

The Contractor shall clearly state, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or

in part with Federal money: (1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

ARTICLE 2. DISSEMINATION OF FALSE OR DELIBERATELY MISLEADING INFORMATION

The Contractor shall not use contract funds to disseminate information that is deliberately false or misleading.

ARTICLE 3. RESTRICTION ON PORNOGRAPHY ON COMPUTER NETWORKS

The Contractor shall not use contract funds to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

ARTICLE 4. GUN CONTROL

The Contractor shall not use contract funds in whole or in part, to advocate or promote gun control.

ARTICLE 5. SUBCONTRACTING PROVISIONS

5.1 Small Business Subcontracting Plan.

- a. The Small Business Subcontracting Plan as attached to awarded Standard Form 1449 is made a part of this contract.

b. The failure of any Contractor or subcontractor to comply in good faith with FAR Clause 52.219-8, entitled "Utilization of Small Business Concerns" incorporated in this contract and the attached Subcontracting Plan, will be a material breach of such contract or subcontract subject to the remedies reserved to the Government under FAR Clause 52.219-16 entitled, "Liquidated Damages-Subcontracting Plan.

5.2 Subcontracting Reports In accordance with FAR Clause 52.219-9, the Contractor shall submit the following Subcontracting Reports electronically via the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. a. Individual Subcontract Reports (ISR) Regardless of the effective date of this contract, the ISRs (former SF-294) shall be due on the following dates for the entire life of this contract: April 30th October 30th Expiration Date of Contract ISRs shall be submitted under Agency ID 7529 (NATIONAL INSTITUTES OF HEALTH). **Note: ISRs are not required for Commercial Plans.

Summary Subcontract Report (SSR) Regardless of the effective date of this contract, the SSR shall be submitted annually on the following date for the entire life of this contract: October 30th the SSR for Plan Type Individual is the former SF-295. For Individual or Master Plans, the SSRs shall be submitted under Agency ID 7500 (DEPARTMENT OF HEALTH AND HUMAN SERVICES) as the approving agency. The SSR for Commercial Plan is filed by Prime Contractors with an approved Commercial Subcontracting Plan. Commercial plans shall be submitted under the Agency ID of the residing Contracting Officer who approved the Commercial Plan as well as Agency ID 7500 (DEPARTMENT OF HEALTH AND HUMAN SERVICES). For both the Individual and Summary Subcontract Reports (ISRs & SSRs), the OLAO Strategic Sourcing Branch Customer Support Center shall be included for notification purposes through the following e-mail address: Email: Greg_Holliday@nih.gov

ARTICLE 6. REPORTING MATTERS INVOLVING FRAUD, WASTE AND ABUSE

Anyone who becomes aware of the existence or apparent existence of fraud, waste and abuse in NIH funded programs is encouraged to report such matters to the HHS Inspector General's Office in writing or on the Inspector General's Hotline. The toll-free number is 1-800-HHS-TIPS (1-800-447-8477). All telephone calls will be handled confidentially. The website to file a complaint on-line is: b11Q/Ii.hhs.gov/fraud/hotline/ and the mailing address is:

US Department of Health and Human Services Office of Inspector General
ATTN: OIG HOTLINE OPERATIONS
P.O. Box 23489 Washington, D.C. 20026

ARTICLE 7. REPORTING MATTERS INVOLVING CONTRACT ACTIONS

7.1 FAR 52.216-32 Task-Order and Delivery-Order Ombudsman. (SEP 2019)

- (a) In accordance with 41 U.S.C. 4106(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order

actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract.

For Non R&D Contracts:
Dr. Kathryn Partin, Director of Research Integrity
NIH Competition Advocate
1 Center Drive, Room 160, MSC 0151
Bethesda, MD 20892-0151
Phone: (301) 451-7764
E-mail: partinkm@nih.gov

(b) Consulting an ombudsman does not alter or postpone the timeline for any other process (*e.g.*, protests).

(c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

(End of clause)

Anyone who becomes aware of the existence or apparent existence of fraud, waste and abuse in NIH funded programs is encouraged to report such matters to the HHS Inspector General's Office in writing or on the Inspector General's Hotline. The toll-free number is **1-800-HHS-TIPS (1-800-447-8477)**. All telephone calls will be handled confidentially. The website to file a complaint on-line is: <https://oig.hhs.gov/fraud/report-fraud/> and the mailing address is:

US Department of Health and Human Services
Office of Inspector General
ATTN: OIG HOTLINE OPERATIONS
P.O. Box 23489
Washington, D.C. 20026

POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE

a. Contractor Performance Evaluations

Interim and Final evaluations of Contractor performance will be prepared on this contract in accordance with FAR Subpart 42.15. The Final performance evaluation will be prepared at the time of completion of work. In addition to the Final evaluation, Interim evaluation(s) will be prepared annually as follows: **No later than 30 days following July 30 of each year.**

Interim and Final evaluations will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor will be permitted thirty days to review the document and to submit additional information or a rebutting statement. If agreement cannot be reached between the parties, the matter will be referred to an individual one level above the Contracting Officer, whose decision will be final.

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

b. Electronic Access to Contractor Performance Evaluations Contractors may access evaluations through a secure Web site for review and comment at the following address: <http://www.cpars.gov>

FEE FOR ACCESS/SERVICE

For direct use of the vehicle, ordering officials will be charged an access fee of one percent (1%) of the total amount of the delivery order for ordering off the contracting vehicle. The access fee for gaining access to use the vehicle.

For assisted acquisitions, customers will be charged a two percent (2%) fee broken consisting of the one percent access fee and a 1 percent assisted fee of the delivery order for NIH to run the delivery order (compete/award/administer) for them. The fee is capped at \$50,000 per fiscal year. The customer will provide one Federal employee to represent the voice of the customer.

NOTE: See Ordering Guideline for additional information.

Additional details of **HOW TO** are below:

How is the NIH **Contract Access Fee** (NCAF) implemented/paid?

Category: Contract Holder

Reference NIH Contract Access Fee and Fee Remittance in your contract. Payments are due to NIH on or before the **10th calendar day of each month** for all payments received from the Government in the previous month. Payments will only be accepted through the Department of Treasury's secure government-wide collection portal **Pay.gov** at <https://www.pay.gov/paygov/>. Contact your financial institution/bank to establish an account authorizing Automated Clearing House (ACH) Direct Debit payments to Pay.gov.

SECTION I - Contract Clauses

1. GENERAL CLAUSES FOR CONTRACT

This contract incorporates the following 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 as follows:

FAR Clauses at: <https://www.acquisition.gov/browse/index/far>

HHSAR Clauses at: <https://www.hhs.gov/grants-contracts/contracts/contract-policies-regulations/hhsar/part-352-solicitation-provisions-contract-clauses/index.html>

A. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES

Clause Database	Clause Number	Clause Title
FAR	52.202-1	Definitions. (JUN 2020)
FAR	52.203-5	Covenant Against Contingent Fees. (MAY 2014)
FAR	52.203-6	Restrictions on Subcontractor Sales to the Government. (JUN 2020)
FAR	52.203-6	Restrictions on Subcontractor Sales to the Government. (JUN 2020) - Alternate I (NOV 2021)
FAR	52.203-7	Anti-Kickback Procedures. (JUN 2020)
FAR	52.203-17	Contractor Employee Whistleblower Rights. (NOV 2023)
FAR	52.204-13	System for Award Management Maintenance. (OCT 2018)
FAR	52.204-19	Incorporation by Reference of Representations and Certifications. (DEC 2014)
FAR	52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities. (DEC 2023)
FAR	52.211-5	Material Requirements. (AUG 2000)
FAR	52.212-4	Contract Terms and Conditions - Commercial Products and Commercial Services. (NOV 2023)
FAR	52.225-18	Place of Manufacture. (AUG 2018)
FAR	52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. (JUN 2020)
FAR	52.232-1	Payments. (APR 1984)
FAR	52.232-39	Unenforceability of Unauthorized Obligations. (JUN 2013)
FAR	52.232-40	Providing Accelerated Payments to Small Business Subcontractors. (MAR 2023)
FAR	52.233-3	Protest After Award. (AUG 1996)
FAR	52.233-4	Applicable Law for Breach of Contract Claim. (OCT 2004)
FAR	52.243-1	Changes - Fixed-Price. (AUG 1987)

Clause Database	Clause Number	Clause Title
FAR	52.244-6	Subcontracts for Commercial Products and Commercial Services. (FEB 2024)

B. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CFR CHAPTER 3) CLAUSES

Clause Database	Clause Number	Clause Title
HHSAR	352.203-70	Anti-Lobbying. (DEC 2015)
HHSAR	352.208-70	Printing and Duplication. (DEC 2015)
HHSAR	352.222-70	Contractor Cooperation in Equal Employment Opportunity Investigations. (DEC 2015)

2. AUTHORIZED SUBSTITUTION OF CLAUSES

ARTICLE I.1. of this SECTION is hereby modified as follows:

3. ADDITIONAL CONTRACT CLAUSES IN FULL TEXT

This contract incorporates the following clauses in full text.

FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES

B. FAR 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders - Commercial Products and Commercial Services. (MAY 2024)

(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 Covered Entities (DEC 2023) (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.]*

(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) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community-see FAR 3.900(a).

(5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(6) [Reserved]

(7) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

(8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

(9) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

(10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders-Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (DEC 2023) (Pub. L. 115-390, title II).

(11)(i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders- Prohibition. (DEC 2023) (Pub. L. 115-390, title II).

(ii) Alternate I (DEC 2023) of 52.204-30.

(12) 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).

(13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

(14) [Reserved]

(15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

(16) 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).

(17) [Reserved]

(18)(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.

(19)(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.

(20) 52.219-8, Utilization of Small Business Concerns (FEB 2024) (15 U.S.C. 637(d)(2) and (3)).

(21)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2023) (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 2023) of 52.219-9.

(22)(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.

(23) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).

(24) 52.219-16, Liquidated Damages- Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

(25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (FEB 2024) (15 U.S.C. 657f).

(26)(i) 52.219-28, Post-Award Small Business Program Rerepresentation (FEB 2024) (15 U.S.C. 632(a)(2)).

(ii) Alternate I (MAR 2020) of 52.219-28.

(27) 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)).

(28) 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)).

(29) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

(30) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).

(31) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

(32) 52.222-19, Child Labor- Cooperation with Authorities and Remedies (FEB 2024) (E.O. 13126).

(33) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

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

(ii) Alternate I (FEB 1999) of 52.222-26.

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

(ii) Alternate I (JULY 2014) of 52.222-35.

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

(ii) Alternate I (JULY 2014) of 52.222-36.

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

(38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

(39)(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).

(40) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

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

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

(42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (MAY 2024) (42 U.S.C. 7671, *et seq.*).

(43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (MAY 2024) (42 U.S.C. 7671, *et seq.*).

(44) 52.223-20, Aerosols (MAY 2024) (42 U.S.C. 7671, *et seq.*).

(45) 52.223-21, Foams (MAY 2024) (42 U.S.C. 7671, *et seq.*).

(46) 52.223-23, Sustainable Products and Services (MAY 2024) (E.O. 14057, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l).

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

(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 (NOV 2023) (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 (FEB 2024) of 52.225-3.

(v) Alternate IV (OCT 2022) of 52.225-3.

(50) 52.225-5, Trade Agreements (NOV 2023) (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 (NOV 2007) (42 U.S.C. 5150).

(55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) (E.O. 13513).

(56) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

(57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C.4505, 10 U.S.C. 3805).

(58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

(59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT 2018) (31 U.S.C. 3332).

(60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

(61) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

(62) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

(63) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

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

(ii) Alternate I (Apr 2003) of 52.247-64.

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

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

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

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

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

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

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

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

[] (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

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

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

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

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

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

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

(ii) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712).

(iii) 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)).

(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

(v) 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).

(vi) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

(vii)(A) 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition. (DEC 2023) (Pub. L. 115-390, title II).

(B) Alternate I (DEC 2023) of 52.204-30.

(viii) 52.219-8, Utilization of Small Business Concerns (FEB 2024) (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.

(ix) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(x) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

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

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

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

(xiv) 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.

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

(xvi) [X] (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).

(xvii) 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).

(xviii) 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).

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

(xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

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

(xxii)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xxiii) 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).

(xxiv) 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.

(xxv) 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.

(xxvi) 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)

C. FAR 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 9/30/24 through 9/26/28.

(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)

D. FAR 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 \$5000.00, 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 \$5,000,000;

(2) Any order for a combination of items in excess of \$10,000,000; or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) above.

(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) above.

(d) Notwithstanding paragraphs (b) and (c) above, 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 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

E. FAR 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 09/22/28.

(End of clause)

F. FAR 52.217-7 Option for Increased Quantity - Separately Priced Line Item. (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 15 calendar days of the contract's current expiration period. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

G. FAR 52.217-8 Option To Extend Services. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 calendar days of the contract's current expiration period.

(End of clause)

H. FAR 52.217-9 Option To Extend the Term of the Contract. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 45 calendar days of the contract's current expiration period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of clause)

SECTION - List of Documents, Exhibits and Other Attachments

Attachment Number	Vendor Name	Date	Number of Pages
1	Atlantic Trading LLC Pricelist	N/A	2

CLIN 4

Product Manufacturer **SafeSource Direct**

ManufacturerPart Num **ATL-SSD-Gown, To be produced**

UM=Unit of Measure

Base Period 1 Year 1

CLIN #	Purchased Amount	Sales UM (Box, Case, Ea, etc)	Price/UM	Eaches/Sales UM	Price/Each	% Discount
4-01	up to \$1M	ea	2.25	ea	2.25	1%
4-02	\$1M - \$2M	ea	2.23	ea	2.23	1%
4-03	\$2M - \$3M	ea	2.21	ea	2.21	1%
4-04	\$3M - \$4M	ea	2.19	ea	2.19	1%
4-05	\$4M - \$5M	ea	2.17	ea	2.17	1%
4-06	\$5M - \$6M	ea	2.15	ea	2.15	1%
4-07	\$6M - \$7M	ea	2.13	ea	2.13	1%
4-08	\$7M - \$8M	ea	2.11	ea	2.11	1%
4-09	\$8M - \$9M	ea	2.09	ea	2.09	1%
4-10	\$9M - \$10M	ea	2.07	ea	2.07	1%
4-11	\$10M - \$15M	ea	2.05	ea	2.05	1%
4-12	\$15M - \$20M	ea	2.03	ea	2.03	1%
4-13	\$20M +	ea	2.01	ea	2.01	1%

Base Period 1 Year 2

CLIN #	Purchased Amount	Sales UM (Box, Case, Ea, etc)	Price/UM	Eaches/Sales UM	Price/Each	% Discount
4-01	up to \$1M	ea	2.29	ea	2.29	1%
4-02	\$1M - \$2M	ea	2.27	ea	2.27	1%
4-03	\$2M - \$3M	ea	2.25	ea	2.25	1%
4-04	\$3M - \$4M	ea	2.23	ea	2.23	1%
4-05	\$4M - \$5M	ea	2.21	ea	2.21	1%
4-06	\$5M - \$6M	ea	2.19	ea	2.19	1%
4-07	\$6M - \$7M	ea	2.17	ea	2.17	1%
4-08	\$7M - \$8M	ea	2.15	ea	2.15	1%
4-09	\$8M - \$9M	ea	2.13	ea	2.13	1%
4-10	\$9M - \$10M	ea	2.11	ea	2.11	1%
4-11	\$10M - \$15M	ea	2.09	ea	2.09	1%
4-12	\$15M - \$20M	ea	2.07	ea	2.07	1%
4-13	\$20M +	ea	2.05	ea	2.05	1%

Option Year 1

CLIN #	Purchased Amount	Sales UM (Box, Case, Ea, etc)	Price/UM	Eaches/Sales UM	Price/Each	% Discount
4-01	up to \$1M	ea	2.34	ea	2.34	1%
4-02	\$1M - \$2M	ea	2.32	ea	2.32	1%
4-03	\$2M - \$3M	ea	2.3	ea	2.3	1%
4-04	\$3M - \$4M	ea	2.28	ea	2.28	1%
4-05	\$4M - \$5M	ea	2.26	ea	2.26	1%
4-06	\$5M - \$6M	ea	2.24	ea	2.24	1%
4-07	\$6M - \$7M	ea	2.22	ea	2.22	1%
4-08	\$7M - \$8M	ea	2.2	ea	2.2	1%
4-09	\$8M - \$9M	ea	2.18	ea	2.18	1%
4-10	\$9M - \$10M	ea	2.16	ea	2.16	1%
4-11	\$10M - \$15M	ea	2.14	ea	2.14	1%
4-12	\$15M - \$20M	ea	2.12	ea	2.12	1%
4-13	\$20M +	ea	2.1	ea	2.1	1%

Option Year 2

CLIN #	Purchased Amount	Sales UM (Box, Case, Ea, etc)	Price/UM	Eaches/Sales UM	Price/Each	% Discount
4-01	up to \$1M	ea	2.42	ea	2.42	1%
4-02	\$1M - \$2M	ea	2.4	ea	2.4	1%
4-03	\$2M - \$3M	ea	2.38	ea	2.38	1%
4-04	\$3M - \$4M	ea	2.36	ea	2.36	1%
4-05	\$4M - \$5M	ea	2.34	ea	2.34	1%
4-06	\$5M - \$6M	ea	2.32	ea	2.32	1%
4-07	\$6M - \$7M	ea	2.3	ea	2.3	1%
4-08	\$7M - \$8M	ea	2.28	ea	2.28	1%
4-09	\$8M - \$9M	ea	2.26	ea	2.26	1%
4-10	\$9M - \$10M	ea	2.24	ea	2.24	1%
4-11	\$10M - \$15M	ea	2.22	ea	2.22	1%
4-12	\$15M - \$20M	ea	2.2	ea	2.2	1%
4-13	\$20M +	ea	2.18	ea	2.18	1%

CLIN 9

Product Manufacturer **SafeSource Direct**
 ManufacturerPart Num **ATL-SSD-BFCAP**

Base Period 1 Year 1

CLIN #	Purchased Amount	Sales UM (Box, Case, Ea, etc)	Price/UM	Eaches/Sales UM	Price/Each	% Discount
9-01	up to \$1M	each	0.48	ea	0.48	1%
9-02	\$1M - \$2M	each	0.475	ea	0.475	1%
9-03	\$2M - \$3M	each	0.47	ea	0.47	1%
9-04	\$3M - \$4M	each	0.465	ea	0.465	1%
9-05	\$4M - \$5M	each	0.46	ea	0.46	1%
9-06	\$5M - \$6M	each	0.455	ea	0.455	1%
9-07	\$6M - \$7M	each	0.45	ea	0.45	1%
9-08	\$7M - \$8M	each	0.445	ea	0.445	1%
9-09	\$8M - \$9M	each	0.44	ea	0.44	1%
9-10	\$9M - \$10M	each	0.435	ea	0.435	1%
9-11	\$10M - \$15M	each	0.43	ea	0.43	1%
9-12	\$15M - \$20M	each	0.425	ea	0.425	1%
9-13	\$20M +	each	0.42	ea	0.42	1%

Base Period 1 Year 2

CLIN #	Purchased Amount	Sales UM (Box, Case, Ea, etc)	Price/UM	Eaches/Sales UM	Price/Each	% Discount
9-01	up to \$1M	each	0.49	ea	0.49	1%
9-02	\$1M - \$2M	each	0.486	ea	0.486	1%
9-03	\$2M - \$3M	each	0.482	ea	0.482	1%
9-04	\$3M - \$4M	each	0.478	ea	0.478	1%
9-05	\$4M - \$5M	each	0.474	ea	0.474	1%
9-06	\$5M - \$6M	each	0.47	ea	0.47	1%
9-07	\$6M - \$7M	each	0.466	ea	0.466	1%
9-08	\$7M - \$8M	each	0.462	ea	0.462	1%
9-09	\$8M - \$9M	each	0.458	ea	0.458	1%
9-10	\$9M - \$10M	each	0.454	ea	0.454	1%
9-11	\$10M - \$15M	each	0.45	ea	0.45	1%
9-12	\$15M - \$20M	each	0.446	ea	0.446	1%
9-13	\$20M +	each	0.442	ea	0.442	1%

Option Year 1

CLIN #	Purchased Amount	Sales UM (Box, Case, Ea, etc)	Price/UM	Eaches/Sales UM	Price/Each	% Discount
9-01	up to \$1M	each	0.51	ea	0.51	1%
9-02	\$1M - \$2M	each	0.505	ea	0.505	1%
9-03	\$2M - \$3M	each	0.5	ea	0.5	1%
9-04	\$3M - \$4M	each	0.495	ea	0.495	1%
9-05	\$4M - \$5M	each	0.49	ea	0.49	1%
9-06	\$5M - \$6M	each	0.485	ea	0.485	1%
9-07	\$6M - \$7M	each	0.48	ea	0.48	1%
9-08	\$7M - \$8M	each	0.475	ea	0.475	1%
9-09	\$8M - \$9M	each	0.47	ea	0.47	1%
9-10	\$9M - \$10M	each	0.465	ea	0.465	1%
9-11	\$10M - \$15M	each	0.46	ea	0.46	1%
9-12	\$15M - \$20M	each	0.455	ea	0.455	1%
9-13	\$20M +	each	0.45	ea	0.45	1%

Option Year 2

CLIN #	Purchased Amount	Sales UM (Box, Case, Ea, etc)	Price/UM	Eaches/Sales UM	Price/Each	% Discount
9-01	up to \$1M	each	0.53	ea	0.53	1%
9-02	\$1M - \$2M	each	0.525	ea	0.525	1%
9-03	\$2M - \$3M	each	0.52	ea	0.52	1%
9-04	\$3M - \$4M	each	0.515	ea	0.515	1%
9-05	\$4M - \$5M	each	0.51	ea	0.51	1%
9-06	\$5M - \$6M	each	0.505	ea	0.505	1%
9-07	\$6M - \$7M	each	0.5	ea	0.5	1%
9-08	\$7M - \$8M	each	0.495	ea	0.495	1%
9-09	\$8M - \$9M	each	0.49	ea	0.49	1%
9-10	\$9M - \$10M	each	0.485	ea	0.485	1%
9-11	\$10M - \$15M	each	0.48	ea	0.48	1%
9-12	\$15M - \$20M	each	0.475	ea	0.475	1%
9-13	\$20M +	each	0.47	ea	0.47	1%