
Offeror Name

DUNS

PART 1 – GENERAL INFORMATION

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in FAR 12.6 and 13.1 as supplemented with additional information in this notice. Quotes are being requested and this announcement constitutes the only solicitation. The Government contemplates issuing a firm fixed-price purchase order resulting from this solicitation. The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular FAC 2020-05 dated March 30, 2020.

The associated North American Industrial Classification System (NAICS) code for this procurement is 423490 – Other Professional Equipment and Supplies Merchant Wholesalers, with an associated size standard of 150 employees. This requirement is being solicited as a **total small business set-aside**.

PART 2 – SUPPLIES OR SERVICES AND PRICES/COSTS

Contract Type: The Government intends to issue a firm fixed-price purchase order resulting from this solicitation.

Pricing Table:

Contract Line Item Number (CLIN)	Description	Period of Performance	Price
1	Preventative Maintenance Agreement – Base Year	6/19/20-6/18/21	\$
2	Preventative Maintenance Agreement – Option Year I	6/19/21-6/18/22	\$
TOTAL PRICE			\$

PART 3 – DESCRIPTION OF REQUIREMENT

Background

The FDA (Food and Drug Administration), Northeast Food and Feed Laboratory (NFFL), Chemistry laboratory analyzes a wide variety of samples that require the development and verification of methodology to detect contaminants in a wide variety of regulated commodities. The Nitrogen Generator, Model LCMS20-1-W; Serial Number 12LN024128214, has been used to cool off the Gas Chromatography (GC) QQQ inlet, and needs a preventative maintenance contract. The equipment was purchased new in 2013. The equipment is currently under a Preventative Maintenance contract coverage through June 18, 2020. The instrument was last serviced on June 12, 2019 and is not known to have any existing issues.

Purpose

The Nitrogen Generator is used for cooling of the GC-QQQ inlet. The inlet port is where samples get

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injected in the instrument and it's the starting point of the analytical process in screening regulatory samples.

Requirements

NFFL/Lab D requires services from an Original Equipment Manufacturer trained technician capable of providing service support plans that cover routine maintenance and repair of the Parker Dominick Hunter Liquid Chromatography Mass Spectrometry Model 20-1-W (S/N 12LN0241).

Offerors are afforded the opportunity to inspect the system by contacting the Contract Specialist identified in the solicitation to schedule an appointment. Failure to inspect the system will not relieve the successful offeror from fully meeting the requirements of the resulting contract at the price offered.

Technical Specifications:

At a minimum, the support plan shall cover engineer labor and travel, at least one annual scheduled Preventative Maintenance visit per year, any repairs needed on the instrument during the coverage period, factory-certified replacement parts, and technical support.

Through the service agreement, the contractor shall provide the necessary personnel to execute on-site preventative maintenance and repair and other services as identified below:

At a minimum, the Preventative Maintenance shall meet or exceed following specifications:

- Providing NFFL/LAB D users with direct telephone and/or Internet technical support from Original Equipment Manufacturer (OEM)-trained individuals.
- The equipment portion of the service agreement shall include at least one annual Preventative Maintenance visit per year per instrument and on-site repair calls when necessary
 - The service contract must provide unlimited on-site visits with a maximum 72-hour on-site response time (for issues that cannot be resolved remotely via telephone or Internet).
 - All maintenance and repair activities (including warranty work) shall be accomplished in accordance with Original Equipment Manufacturer (OEM) specifications using OEM parts
- All PM or repair services shall be performed by OEM-trained technicians
- Contractor shall have access to the most current OEM factory training for hardware
- Contractor shall have access to the most current OEM factory parts – not build to order parts
- Contractor shall not use salvaged parts from other instruments for performing maintenance and repair
- All parts used in the PM and repairs must be guaranteed, factory-tested, OEM quality parts.
- PM visit includes replacing parts subject to wear as defined by OEM specific PM checklist with OEM factory parts
- Parts, labor and travel/per-diem costs for PM and repairs shall be included in the price of the service agreement.

Records and Reports

- The Contractor shall, commensurate with the completion of each service call (inclusive of warranty service), provide the end-user of the equipment with a copy of a field service report/ticket identifying the equipment name, manufacturer, model number, and serial number of the equipment being serviced/repared and detailing the reason for the service call, a detailed description of the work performed, the test instruments or other equipment used to affect the repair or otherwise perform the service, the name(s) and contact information of the technician who performed the repair/service, and for information purposes, the on-site hours expended and parts/components replaced.

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Deliverables

	Description of Deliverable	Period of Performance
1	Preventative Maintenance Agreement – Base Year	6/19/20-6/18/21
2	Preventative Maintenance Agreement – Option Year I	6/19/21-6/18/22

PART 4 – INSPECTION AND ACCEPTANCE

The Project Officer will perform inspection and acceptance of equipment, installation and services to be provided. The Project Officer – to be determined upon contract award - is the authorized representative of the Contracting Officer.

A final inspection and acceptance of all work performed, reports and other deliverables will be performed by the Government to ensure the services/products provided meet the requirements of the Statement of Work (SOW) at the time of delivery, and the contractor shall make changes as requested during the inspection and acceptance process.

Inspection and acceptance will occur at the place of performance and take place within one (1) business day of task being completed. The Government will provide written notification of acceptance or rejection within two (2) business days. Inspection will include review of the deliverables to ensure adequacy.

The Government will accept goods, reports and services only if they conform to all terms and conditions of the SOW, and satisfy the performance standards developed under this SOW.

The Government will reject non-conforming products and services. The Contractor shall correct any deficiencies within two (2) business days of when the Government issues the rejection notice. If the Contractor cannot correct the deficiencies within this time frame, the Contractor shall immediately notify the COR of the reason for the delay and provide a proposed corrective action plan within one (1) day via email.

PART 5 – DELIVERIES OR PERFORMANCE

Deliveries and Place of Performance

Satisfactory performance of this contract shall be deemed to occur upon delivery of equipment and services described above and/or upon acceptance by the Contracting Officer or the Technical Representative of these products/services to the address listed below:

Food and Drug Administration
 Northeast Regional Laboratory
 158-15 Liberty Avenue
 Jamaica, NY 11433-1034

The POC for the laboratory will be identified at the time of award. The Contractor shall contact the Government POC at least 24 hours prior to delivery or service. The delivery or services shall occur at the place of performance specified above during regular business hours (Monday-Friday) during the times of 8:00 AM – 3:00 PM (Eastern Time), excluding holidays. Supplies or services scheduled for delivery on a Federal holiday shall be made the next business day.

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Period of Performance

The anticipated period of performance is:

Base year: June 19, 2020 through June 18, 2021

Option Year I: June 19, 2021 through June 18, 2022

PART 6 – CONTRACT ADMINISTRATION DATA

The following personnel shall represent the Government for the purpose of this contract:

Technical Representative:

To be determined upon contract award

The Technical Representative is responsible for: (1) monitoring the Contractor's technical progress, including the surveillance and assessment of performance and recommending to the Contracting Officer changes in requirements; (2) interpreting the Statement of Work and any other technical performance requirements; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; and (5) assisting in the resolution of technical problems encountered during performance.

Contracting Officer (CO):

Gary Klaff
4041 Powder Mill Road
Beltsville, MD 20705
Gary.Klaff@fda.hhs.gov
Tel: (240) 402-7555

Contract Specialist (CS):

Noah Wills
4041 Powder Mill Road
Beltsville, MD 20705
Noah.Wills@fda.hhs.gov
Tel: (240) 402-5220

The Contracting Officer is the only person with authority to act as agent of the Government under this contract. Only the Contracting Officer has authority to (1) Direct or negotiate any changes in the RFQ; (2) Modify or extend the period of performance; (3) Change the delivery schedule; (4) Authorize reimbursement to the Contractor any costs incurred during the performance of this contract; or (5) Otherwise change any terms and conditions of this contract.

Payment Schedule:

Unless otherwise agreed to by the Technical POC, the Contractor shall submit invoices subsequent to the delivery of the required services.

FDA Three-Way Match Invoicing Procedures:

A. The contractor shall submit all invoices to:

U.S. FOOD AND DRUG ADMINISTRATION

Attn: Vendor Payments
Division of Payment Services
10903 New Hampshire Ave
WO32 - Second Floor
MAIL HUB 2145
Silver Spring, MD 20993-0002
301-827-3742
FDAVendorPaymentsTeam@fda.hhs.gov

*** Acceptable methods of delivery include: E-mail (preferred) and Standard Mail.

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B. Invoices submitted under this contract must comply with the requirements set forth in FAR Clauses 52.232-25 (Prompt Payment) and 52.232-33 (Payment by Electronic Funds Transfer - System for Award Management) and/or other applicable FAR clauses specified herein. To constitute a proper invoice, the invoice must be submitted on company letterhead and include each of the following:

- (i) Name and address of the contractor;
- (ii) Invoice date and invoice number;
- (iii) Contract/Order number (including a reference to any base award for Indefinite-Delivery/Indefinite-Quantity Contracts or Blanket Purchase Agreements);
- (iv) Description, quantity, unit of measure, unit price, and extended price supplies delivered or services performed, including:
 - (a) period of performance for which costs are claimed;
 - (b) itemized travel costs, including origin and destination;
 - (c) any other supporting information necessary to clarify questionable expenditures;
 - (d) the contractor shall include the award item number for each description, quantity, unit of measure, unit price, and extended price supplies delivered or services performed;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on government bill of lading;
- (vi) Terms of any discount for prompt payment offered (Prompt Payment terms other than NET 30);
- (vii) Name and address of official to whom payment is to be sent (must be the same as that in the purchase order/award, or in a proper notice of assignment);
- (viii) Name, title, and phone number of person to notify in event of defective invoice;
- (ix) Taxpayer Identification Number (TIN);
- (x) banking routing transit number of the financial institution receiving payment for Electronic funds transfer (EFT);
- (xi) Name and telephone number of the FDA Contracting Officer Representative (COR) or other Program Center/Office point of contact, as referenced on the award;
- (xii) For all Inspections, Time-and-Materials and Labor-Hour Awards, Contractor is required to attach an invoice log addendum to each invoice which shall include, at a minimum, the following information for contract administration and reconciliation purposes:
 - (a) list of all invoices submitted to date under the subject award, including the following:
 - (1) invoice number, amount, & date submitted
 - (2) corresponding payment amount & date received
 - (b) total amount of all payments received to date under the subject contract or order
 - (c) and, for definitized contracts or orders only, total estimated amounts yet to be invoiced for the current, active period of performance;
- (xiii) Any other information or documentation required by the award.

C. An electronic invoice is acceptable if submitted in Adobe Acrobat (PDF) format. All items listed in (i) through (xiii) of this clause must be included in the electronic invoice. Electronic invoices must be on company letterhead and must contain no ink changes and be legible for printing.

D. Questions regarding invoice payments should be directed to the Employee Resource and Information Center (ERIC) Helpdesk at 301-827-ERIC (3742) or toll-free 866-807-ERIC (3742); or, by email at ERIC@fda.hhs.gov. Refer to the Call-in menu options and follow the phone prompts to dial the option that corresponds to the service that's needed. All ERIC Service Now Tickets will either be responded to or resolved within 48 hours (2 business days) of being received. When emailing, please be sure to include the contract number, invoice number and date of invoice, as well as your name, phone number, and a detailed description of the issue.

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PART 7 – CONTRACT PROVISIONS AND CLAUSES**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 any time before the contract expires.

(End of clause)

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 any time before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend any time 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 two (2) years and six (6) months.

(End of clause)

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

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

- 52.204-13 – System for Award Management Maintenance (Oct 2018)
- 52.204-18 – Commercial and Government Entity Code Maintenance (Jul 2016)
- 52.212-4 – Contract Terms and Conditions – Commercial Items (Oct 2018)
- 52.232-39 – Unenforceability of Unauthorized Obligations (Jun 2013)

(End of clause)

FAR 52.212-5 – Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (Mar 2020)

(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 items:

- (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

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- (3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- __ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (*Sept* 2006), with Alternate I (*Oct* 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).
- __ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (*Oct* 2015) ([41 U.S.C. 3509](#)).
- __ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (*June* 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- __ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (*Oct* 2018) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- __ (5) [Reserved].
- __ (6) [52.204-14](#), Service Contract Reporting Requirements (*Oct* 2016) (Pub. L. 111-117, section 743 of Div. C).
- __ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (*Oct* 2016) (Pub. L. 111-117, section 743 of Div. C).
- __ (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (*Oct* 2015) ([31 U.S.C. 6101note](#)).
- __ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (*Oct* 2018) ([41 U.S.C. 2313](#)).
- __ (10) [Reserved].
- __ (11) (i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) ([15 U.S.C.657a](#)).
- __ (ii) Alternate I (Mar 2020) of [52.219-3](#).
- __ (12) (i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- __ (ii) Alternate I (Mar 2020) of [52.219-4](#).
- __ (13) [Reserved]
- (14) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Mar 2020) ([15 U.S.C.644](#)).
- __ (ii) Alternate I (Mar 2020).
- __ (iii) Alternate II (*Nov* 2011).
- __ (15) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Mar 2020) ([15 U.S.C. 644](#)).
- __ (ii) Alternate I (Mar 2020) of [52.219-7](#).
- __ (iii) Alternate II (*Mar* 2004) of [52.219-7](#).
- __ (16) [52.219-8](#), Utilization of Small Business Concerns (*Oct* 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- __ (17) (i) [52.219-9](#), Small Business Subcontracting Plan (Mar 2020) ([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 (Mar 2020) of [52.219-9](#).
- __ (v) Alternate IV (Aug 2018) of [52.219-9](#)
- __ (18) [52.219-13](#), Notice of Set-Aside of Orders (Mar 2020) ([15 U.S.C. 644\(r\)](#)).
- __ (19) [52.219-14](#), Limitations on Subcontracting (Mar 2020) ([15 U.S.C.637\(a\)\(14\)](#)).
- __ (20) [52.219-16](#), Liquidated Damages-Subcontracting Plan (*Jan* 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

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- ___ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) ([15 U.S.C. 657f](#)).
- X (22) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (Mar 2020) ([15 U.S.C. 632\(a\)\(2\)](#)).
- ___ (ii) Alternate I (MAR 2020) of [52.219-28](#).
- ___ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) ([15 U.S.C. 637\(m\)](#)).
- ___ (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar 2020) ([15 U.S.C. 637\(m\)](#)).
- ___ (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) ([15 U.S.C. 644\(r\)](#)).
- ___ (26) [52.219-33](#), Nonmanufacturer Rule (Mar 2020) ([15 U.S.C. 637\(a\)\(17\)](#)).
- X (27) [52.222-3](#), Convict Labor (*June* 2003) (E.O.11755).
- X (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Jan 2020) (E.O.13126).
- X (29) [52.222-21](#), Prohibition of Segregated Facilities (*Apr* 2015).
- X (30) (i) [52.222-26](#), Equal Opportunity (*Sept* 2016) (E.O.11246).
- ___ (ii) Alternate I (*Feb* 1999) of [52.222-26](#).
- ___ (31) (i) [52.222-35](#), Equal Opportunity for Veterans (*Oct* 2015) ([38 U.S.C. 4212](#)).
- ___ (ii) Alternate I (*July* 2014) of [52.222-35](#).
- X (32) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (*Jul* 2014) ([29 U.S.C.793](#)).
- ___ (ii) Alternate I (*July* 2014) of [52.222-36](#).
- ___ (33) [52.222-37](#), Employment Reports on Veterans (*Feb* 2016) ([38 U.S.C. 4212](#)).
- ___ (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (*Dec* 2010) (E.O. 13496).
- X (35) (i) [52.222-50](#), Combating Trafficking in Persons (*Jan* 2019) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- ___ (ii) Alternate I (*Mar* 2015) of [52.222-50](#) ([22 U.S.C. chapter78](#) and E.O. 13627).
- ___ (36) [52.222-54](#), Employment Eligibility Verification (*Oct* 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- ___ (37) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (*May* 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (*May* 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (*Jun* 2016) (E.O. 13693).
- ___ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (*Jun* 2016) (E.O. 13693).
- ___ (40) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (*Jun* 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (*Oct* 2015) of [52.223-13](#).
- ___ (41) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (*Jun* 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (*Jun* 2014) of [52.223-14](#).
- ___ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (*Dec* 2007) ([42 U.S.C. 8259b](#)).
- ___ (43) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (*Oct* 2015) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (*Jun* 2014) of [52.223-16](#).
- X (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (*Aug* 2011) (E.O. 13513).

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- X (45) [52.223-20](#), Aerosols (*Jun* 2016) (E.O. 13693).
- (46) [52.223-21](#), Foams (*Jun* 2016) (E.O. 13693).
- (47) (i) [52.224-3](#) Privacy Training (*Jan* 2017) (5 U.S.C. 552 a).
 — (ii) Alternate I (*Jan* 2017) of [52.224-3](#).
- X (48) [52.225-1](#), Buy American-Supplies (*May* 2014) ([41 U.S.C. chapter 83](#)).
- (49) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (*May* 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 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 (*May* 2014) of [52.225-3](#).
 — (iii) Alternate II (*May* 2014) of [52.225-3](#).
 — (iv) Alternate III (*May* 2014) of [52.225-3](#).
- (50) [52.225-5](#), Trade Agreements (*Oct* 2019) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- X (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (*June* 2008) (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. 2302 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](#)).
- X (55) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (*Feb* 2002) ([41 U.S.C.4505](#), [10 U.S.C.2307\(f\)](#)).
- (56) [52.232-30](#), Installment Payments for Commercial Items (*Jan* 2017) ([41 U.S.C.4505](#), [10 U.S.C.2307\(f\)](#)).
- X (57) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (*Oct* 2018) ([31 U.S.C. 3332](#)).
- (58) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (*Jul* 2013) ([31 U.S.C.3332](#)).
- (59) [52.232-36](#), Payment by Third Party (*May* 2014) ([31 U.S.C.3332](#)).
- X (60) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)(DEVIATION APR 2020)([31 U.S.C. 3903](#) and [10 U.S.C. 2307](#))
- (61) [52.239-1](#), Privacy or Security Safeguards (*Aug* 1996) ([5 U.S.C. 552a](#)).
- (62) [52.242-5](#), Payments to Small Business Subcontractors (*Jan* 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).
- (63) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (*Feb* 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).
 — (ii) Alternate I (*Apr* 2003) of [52.247-64](#).
 — (iii) Alternate II (*Feb* 2006) 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 items:

[Contracting Officer check as appropriate.]

- X (1) [52.222-17](#), Nondisplacement of Qualified Workers (*May* 2014)(E.O. 13495).
- (2) [52.222-41](#), Service Contract Labor Standards (*Aug* 2018) ([41 U.S.C. chapter 67](#)).
- X (3) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (*May* 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- (4) [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](#)).

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- ___ (5) [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](#)).
- ___ (6) [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](#)).
- ___ (7) [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](#)).
- ___ (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (*Dec* 2015).
- ___ (9) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (*Jan* 2017) (E.O. 13706).
- ___ (10) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (*May* 2014) ([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, 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 items. 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 (*Oct* 2015) ([41 U.S.C. 3509](#)).

(ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (*Jan* 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (*Jul* 2018) (Section 1634 of Pub. L. 115-91).

(iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (*Aug* 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) [52.219-8](#), Utilization of Small Business Concerns (*Oct* 2018) ([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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(vi) [52.222-17](#), Nondisplacement of Qualified Workers (*May* 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).

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- (vii) [52.222-21](#), Prohibition of Segregated Facilities (*Apr* 2015).
 - (viii) [52.222-26](#), Equal Opportunity (*Sept* 2015) (E.O.11246).
 - (ix) [52.222-35](#), Equal Opportunity for Veterans (*Oct* 2015) ([38 U.S.C.4212](#)).
 - (x) [52.222-36](#), Equal Opportunity for Workers with Disabilities (*Jul* 2014) ([29 U.S.C.793](#)).
 - (xi) [52.222-37](#), Employment Reports on Veterans (*Feb* 2016) ([38 U.S.C.4212](#))
 - (xii) [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](#).
 - (xiii) [52.222-41](#), Service Contract Labor Standards (*Aug* 2018) ([41 U.S.C. chapter 67](#)).
 - (xiv) (A) [52.222-50](#), Combating Trafficking in Persons (*Jan* 2019) ([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).
 - (xv) [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](#)).
 - (xvi) [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](#)).
 - (xvii) [52.222-54](#), Employment Eligibility Verification (*Oct 2015*) (E.O. 12989).
 - (xviii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (*Dec* 2015).
 - (xix) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (*Jan* 2017) (E.O. 13706).
 - (xx) (A) [52.224-3](#), Privacy Training (*Jan* 2017) ([5 U.S.C. 552a](#)).
(B) Alternate I (*Jan* 2017) of [52.224-3](#).
 - (xxi) [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. 2302 Note](#)).
 - (xxii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (*May* 2014) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).
 - (xxiii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (*Feb* 2006) ([46 U.S.C. Appx.1241\(b\)](#) 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 items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

HHSAR Clauses:

HHSAR Clauses and Provisions can be viewed in full text at:

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

352.222-70 -- Contractor Cooperation in Equal Employment Opportunity Investigations (Dec 2015)

FAR 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

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

52.212-1 - Instructions to Offerors – Commercial Items (Mar 2020)

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- See Part 9 below
- 52.212-2 - Evaluation – Commercial Items (Oct 2014)
 - See Part 10 below
- 52.204-7 - System for Award Management (Oct 2018)
 - All offerors shall be registered in the SAM database with completed representations and certifications.
- 52.204-16 - Commercial and Government Entity Code Reporting (Jul 2016)
- 52.204-18 - Commercial and Government Entity Code Maintenance (Jul 2016)
- 52.212-3 - Offeror Representations and Certifications -- Commercial Items (Mar 2020)
 - If an offeror has not completed annual representations and certifications in the SAM database, offerors shall include a completed copy of the provision at 52.212-3 with this offer
- 52.219-1 - Small Business Program Representations (Mar 2020)
 - If an offeror has not completed annual representations and certifications in the SAM database, offerors shall include a completed copy of the provision at 52.219-1 with this offer

(End of provision)

PART 8 – INSTRUCTIONS TO THE OFFEROR

The provision at FAR 52.212-1 incorporated above is tailored as follows. Quotes shall be submitted no later than **3:00 p.m. (Eastern Time) on Thursday, May 14, 2020**. Quotes shall be submitted via email in native MS Word or Excel or PDF format to the Contract Specialist, Noah Wills at Noah.Wills@fda.hhs.gov.

The offeror's quote must outline all characteristics of the requirement listed in Part 3 – Description of Requirements. The contractor quote shall provide sufficient information to allow the Government to evaluate that the Contractor is capable of meeting the requirement. The Government is not responsible for locating or securing any information which is not identified in the quote.

The Offeror shall submit a completed pricing table in Part 2 for a firm fixed-price order. The Contractor shall provide the price and all detailed documentation to support the total cost of the quote. The firm fixed-price proposed shall be inclusive of all shipping and any other costs associated with meeting all the requirements listed in Part 3 – Description of Requirements. If an offeror has not completed annual representations and certifications in the SAM database, offerors shall also include a completed copy of the provisions at 52.212-3 and 52.219-1.

PART 9 – GENERAL EVALUATION INFORMATION

The Government intends to award a firm-fixed price purchase order 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. Contractor selection will be based on the lowest price technically acceptable (LPTA) offer that can “meet or exceed” the requirements stated in this solicitation. The Government reserves the right to award without discussions. The following factors shall be used to evaluate offers:

Technical Acceptability: The Government will evaluate the degree to which the quote meets or exceeds the requirements and specifications described in this solicitation. The Offeror's quote shall demonstrate

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the ability to “meet or exceed” the technical specifications of this requirement. Quotes will be rated either “Technically Acceptable” or “Technically Unacceptable.”

Price: Prices quoted shall be evaluated to ensure the best value to the Government and must be determined to be fair and reasonable in order to be considered for award. The sum of the offeror’s proposed prices for all CLINs in the table in Part 2 will be evaluated. This RFQ does not commit the Government to pay any costs incurred in the preparation of the submission of the quotation or to contract for the supplies or services.