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**Offeror Name**

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**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 2020-06 dated May 6, 2020.

The associated North American Industrial Classification System (NAICS) code for this procurement is 333415 - Air-Conditioning and Warm Air Heating Equipment and Commercial and Industrial Refrigeration Equipment Manufacturing, with an associated size standard of 1,250 employees.

**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:**

<b>Contract Line Item Number (CLIN)</b>	<b>Description</b>	<b>Price</b>
<b>1</b>	One (1) Ultra-Low Temperature Freezer	\$
<b>2</b>	Two hundred (200) Storage Boxes	\$
<b>3</b>	Shipping to FDA Northeast Food & Feed Laboratory (Jamaica, NY 11433)	\$
<b>TOTAL PRICE</b>		<b>\$</b>

**PART 3 – DESCRIPTION OF REQUIREMENT**

**Background**

The Food and Drug Administration (FDA) Northeast Food & Feed Laboratory (NFFL) performs numerous analyses in molecular biology that utilize the detection of DNA or RNA. These analyses screen foods for pathogens like Hepatitis A, Norovirus, Enterohemorrhagic E. coli, Salmonella, Listeria monocytogenes, and more. These methods require the use of specific reagents called primers and probes. To prevent degradation, molecular biology reagents are best stored at or near -80° Celsius. Such low temperatures can only be attained by certain ultra-low freezers. With so many different reagents being kept in stock at any given time, both as working stocks and master stocks, the lab is need of more space for their proper storage.

**Purpose**

NFFL requires an ultra-low temperature freezer to increase the storage capacity of reagents for DNA/RNA detection analyses and any samples found to be positive for the target pathogen DNA/RNA.

**Requirements**

The Contractor shall provide an ultra-low temperature freezer that is in the “upright” configuration, which ensures that it has a nominal footprint in the laboratory.

**Technical Requirements:**

The Freezer shall:

- Have a temperature range at least as wide as -50°C to -86°C
- Have sliding drawer racks
- Have a capacity to store at least 200 cryoboxes
- Be of the “upright” configuration
- Meet electrical requirements of 115 V 60 Hz
- Come with racks and at least 200 cryoboxes fitted for the drawers of the freezer

**Trade and Service Specifications:**

- The instrument and boxes must be a newly manufactured unit, not used and refurbished or previously used for demonstration.
- FOB Point destination to include delivery to NFFL loading dock.
- The entire system must be warranted for parts and labor for 12 months from the date of formal government acceptance. The vendor must also be capable of servicing the instrument through the covered warranty period. The system must include at least a one (1) year warranty and shall include at a minimum: coverage on all non-consumable items and parts supplied including base instrument, factory-certified replacement parts, engineer labor and travel costs.

**Deliverables**

	Description of Deliverable	Quantity	Due Date
1	Ultra-Low Temperature Freezer	1	To be delivered no later than <b>August 1, 2020</b> unless otherwise agreed upon with the Technical POC.
2	Storage Boxes	200	To be delivered no later than <b>August 1, 2020</b> unless otherwise agreed upon with the Technical POC.

**PART 4 - PACKAGING, MARKING and SHIPPING**

All deliverables 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. All delivered equipment shall be newly manufactured, not used or refurbished or previously used for demonstration.

**PART 5 – INSPECTION AND ACCEPTANCE**

Inspection and acceptance will be performed at the delivery location. The Project Officer will perform inspection and acceptance of the materials delivered. Acceptance is communicated in writing unless otherwise indicated by the Contracting Officer of Technical POC within 30 days of receipt of the deliverable(s). If a rejection is issued, the Contractor shall correct any deficiencies within fifteen (15) days from the time the Government issues the rejection notice. If the Contractor cannot correct the deficiencies within this time frame, the contractor shall immediately notify the Technical POC of the reason for the delay and provide a proposed corrective action plan within three (3) business days.

## **PART 6 – DELIVERIES OR PERFORMANCE**

### **Deliveries and Place of Performance**

Satisfactory performance of this contract shall be deemed to occur upon delivery of equipment described above and/or upon acceptance by the Contracting Officer or the Technical Representative of these products/services. Deliveries required by the contractor shall be made **F.O.B. destination** no later than August 1, 2020, unless otherwise agreed upon with the Technical POC. The Ultra-Low Temperature Freezer and Storage Boxes shall be delivered to:

Food and Drug Administration  
Northeast Food & Feed 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 48 hours prior to delivery or service. Deliveries, installation and trainings shall occur at the place of performance specified above during regular business hours (Monday-Friday) during the times of 8:00 AM – 4:00 PM, excluding holidays, in accordance of the delivery location time zone (Eastern Time, Central Time, or Pacific Time). Supplies or services scheduled for delivery on a Federal holiday shall be made the next business day.

### **Period of Performance**

The required equipment shall be delivered no later than August 1, 2020 unless the Government approves an alternate delivery schedule. Installation shall be coordinated with the Technical POC. The required one (1) year warranty shall not begin until delivery, installation and acceptance of the equipment has occurred.

## **PART 7 – 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

### **Contract Specialist (CS):**

Noah Wills

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

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Beltsville, MD 20705  
[Noah.Wills@fda.hhs.gov](mailto: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 equipment.

**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](mailto:FDAVendorPaymentsTeam@fda.hhs.gov)

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

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.

## **PART 8 – CONTRACT PROVISIONS AND CLAUSES**

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <https://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 (Jun 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).
- (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 (June 2020), 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 (Jun 2020) (41 U.S.C. 3509)).
- (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- (5) [Reserved].
- (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Jun 2020) (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).
- (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.
- (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 (Jun 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 (Jun 2020) of 52.219-9.
- \_\_ (v) Alternate IV (Jun 2020) 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)).
- \_\_ (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 (Jun 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 (Sep 2016) (E.O.11246).
- \_\_ (ii) Alternate I (Feb 1999) of 52.222-26.
- \_\_ (31) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
- \_\_ (ii) Alternate I (Jul 2014) of 52.222-35.
- X (32) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C.793).
- \_\_ (ii) Alternate I (Jul 2014) of 52.222-36.
- \_\_ (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- \_\_ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- 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).
- X (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 (Jun 2020) (E.O. 13513).
  - \_\_ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
  - \_\_ (46) 52.223-21, Foams (Jun 2016) (E.O. 13693).
  - \_\_ (47) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).
  - \_\_ (ii) Alternate I (Jan 2017) of 52.224-3.
  - 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 (Jun 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).
  - \_\_ (55) 52.229-12, Tax on Certain Foreign Procurements (Jun 2020).
  - X (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C.4505, 10 U.S.C.2307(f)).
  - \_\_ (57) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C.4505, 10 U.S.C.2307(f)).
  - X (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) (31 U.S.C. 3332).
  - \_\_ (59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C.3332).
  - \_\_ (60) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C.3332).
  - \_\_ (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
  - \_\_ (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).
  - \_\_ (63) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (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.]



## Ultra-Low Temperature Freezer

- \_\_\_ (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 Under Executive Order 13658 (Dec 2015).
- \_\_\_ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (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 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 (Jun 2020) (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 the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(vii) 52.222-26, Equal Opportunity (Sep 2015) (E.O.11246).

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

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

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

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

(xiii)

(A) 52.222-50, Combating Trafficking in Persons (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).

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

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

(xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xix)

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

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

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, 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](http://www.acquisition.gov/far)

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

- 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 (Jun 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 9 – 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 Wednesday, July 22, 2020**. Questions shall be submitted no later than **3:00 p.m. (Eastern Time) on Friday, July 17, 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](mailto: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 10 – 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 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.