



Request for Quotation 1240117
 Issued: April 9, 2021

The offer must reference RFQ Number 1240117. Offers are due by email to the point of contact listed below at the Food and Drug Administration, FDA/OO/OFBA/OAGS/DAP, Attn: Robert Waite, Robert.waite@fda.hhs.gov. Indicate company's DUNS number on quote.

This announcement constitutes the only solicitation; proposals are being requested and a written solicitation will not be issued. This requirement is being issued in conjunction with FAR Part 13 Simplified Acquisition Procedures. This solicitation is issued as a Request for Quote (RFQ).

The associated North American Industry Classification System (NAICS) Code is- 334516- Analytical Laboratory Instrument Manufacturing; small business size standard is 1,000 employees. This RFQ is issued as full and open competition.

Schedule of items (shipping included)

Line item	Description	Quantity	Unit Price	Extended Price
1	Microplate Reader, with capability of four types of detection- Absorbance (Abs- range of 0 – 4.0 OD), Fluorescence Intensity (FI) Top/ Bottom, Time-Resolved Fluorescence (TRF) and Luminescence Photon as specified herein.	1	\$ _____	\$ _____

Background

In the Northeast Food & Feed Laboratory (NFFL), Microbiology (MIC) and Food Chemistry Branches (FCB), there is a need to replace obsolete Microplate readers. These replacement instruments will ensure that the two laboratories are capable of screening and confirming allergens and histamine found in regulated products. Microplate readers in the two laboratories have passed the end of their expected operational lifetime. Technical support, parts and documentation are no longer available for the models and are already experiencing intermittent malfunctions.

Purpose

The intended use for the requested Microplate reader instrument, accompanied with operational and statistical analysis software, is to rapidly quantitate levels of multi-wavelength spectrophotometric

absorbance, fluorescence or luminescence data from analyzed samples. It is used for the analysis of Allergenic Proteins and Histamine implicated in Consumer Complaint samples and High Priority Surveillance Assignments. For example, it is used for wavelength absorbance readings of ELISA (Enzyme Linked ImmunoSorbance Assay), for analytes such as milk, peanut, tree nuts, crustacean and Latex in Cosmetics. It is also needed for the screening/quantitation of Histamine levels in suspect fish samples to determine if confirmation is needed with Association of Official Analytical Chemists (AOAC) method for detecting Histamine above the regulatory threshold.

Scope

The Contractor shall provide all resources necessary to accomplish the tasks and deliverables described in this Statement of Work (SOW). The Contractor shall provide one (1) Microplate Reader, the appropriate software for data capture, analysis, and statistical calculations and the necessary power cable. Contractor is to provide on-site installation as well as familiarization training.

Specifications

Minimum Technical Requirements:

- The Contractor shall supply one (1) Microplate Reader, with capability of four types of detection- Absorbance (Abs- range of 0 – 4.0 OD), Fluorescence Intensity (FI) Top/ Bottom, Time-Resolved Fluorescence (TRF) and Luminescence Photon
- Each detection type shall have its own dedicated detector (either Photomultiplier tube or Photodiode) to meet regulatory needs for sensitivity.
- Shall, supply Monochrometers for wavelength selection, (in lieu of filters) for both Excitation (EX) and Emission (EM)
- Shall have a wavelength greater than 200 nm (Abs/ Fluorescence) and no more than 1000 nm for Abs / 850nm Fluorescence.
- Shall allow for custom microplate definition for all plate types, ranging from 12 to 96 wells and have programmable shaking intensity and durations.
- Shall have capability of temperature incubation with consistent heating with minimized evaporation at 37 to 42°C.
- Shall supply appropriate software for instrument handling and quality control.
- Software should be 21 CFR Part 11 Compliant and be available for one (1) installation
- Software should have raw data acquisition sent directly to MS-Excel including measurement parameters.
- The Contractor shall provide Installation Qualification/Operation qualification (IQ/OQ) of the complete system.
- The instrument must be a newly manufactured unit, not used and refurbished or previously used for demonstration.

Installation, Training and Additional System Requirements.

The contractor shall provide on-site delivery, installation and operator familiarization training for the system. The on-site training (in addition to installation of the system) to include operations (including software), calibration, optimization, basic and routine preventative maintenance procedures and

cleaning requirements. The contractor shall provide all installation materials. Contractor shall clean-up workspace when installation is completed. The US Government is responsible for room preparations for the installation of the equipment.

Offered system shall be a turn-key solution i.e. the contractor shall be responsible for providing all hardware, components, instruments, computers, software, and all that otherwise is required to meet these specifications and the FDA’s stated need. The systems shall be delivered with all necessary supplies and accessories required for installation and start-up.

Systems shall be warranted for not less than one (1) year from FDA acceptance of the system(s) to include on-site training. Warranty service shall include trouble-shooting capabilities based on complete knowledge of the entire system, immediate access to replacement parts, and immediate access to system improvements and updates. Phone and email technical support shall be included for a minimum of 1-year.

Table 1. Deliverables / Schedule

Description	Qty	Due Date
Multi-Mode Microplate Reader with installation, training and instrument installation qualification/Operation qualification (IQ/OQ)	1	Completed within 45 calendar days of award

Contract Administration

a. Contracting Officer
 Nick Sartain, Contracting Officer
 3900 NCTR Road
 HFT-320
 Jefferson, AR 72079
 Phone: 870-543-7370
 Email: nick.sartain@fda.hhs.gov

b. Contract Specialist
 Robert Waite, Contract Specialist
 4041 Powder Mill Road
 52017A
 Beltsville, MD 20705
 Phone: 410-340-1260
 Email: Robert.Waite@fda.hhs.gov



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 statement of work;
- (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.

Payments

Payment terms Net 30 days after government acceptance. No advance payments will be made.

Shipping Destinations

1. POC: To Be Identified at time of award
Food and Drug Administration,
Northeast Food & Feed Laboratory
158-15 Liberty Avenue
Jamaica, NY 11433-1034

The delivery or services shall be during regular business hours (Monday-Friday) during the times of 8:00 AM – 4:00 PM, excluding holidays.

Contract clauses-

FAR and HHSAR Clauses and Provisions incorporated by reference may be obtained at:

<https://www.acquisition.gov/far/>

<http://www.hhs.gov/grants/contracts/contract-policies-regulations/hhsar/index.html>

The clause at 52.212-4, Contract Terms and Conditions-Commercial Items (OCT 2018) (Deviation 2017-02), applies to this acquisition. The following addenda apply:

“(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.”

FAR Clause 52.204-13 System for Award Management and Maintenance (Oct 2018)

FAR Clause 52.204-18 Commercial and Government Entity Code Maintenance. (Aug 2020)



The supplies and/or services delivered hereunder shall be inspected and accepted at destination by the Technical Point of Contact (TPOC) specified at award. If the supplies or services are acceptable, the TPOC shall promptly forward a report of inspection and acceptance to the paying office. If the supplies or services are not acceptable, the TR shall document the nonconforming items/services and immediately notify the contracting officer.

Contract Administration

a. Contracting Officer/Contract Administrator

Nick Sartain, Contracting Officer
3900 NCTR Road
HFT-320
Jefferson, AR 72079
Phone: 870-543-7370
Email: nick.sartain@fda.hhs.gov

b. Technical Point of Contact

The following TPOC will represent the Government for the purpose of this contact:

(To be completed at time of award)

Name:

Phone:

Email:

The TPOC 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.

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 statement of work;
- (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.

Payments

Payment terms Net 30 days after government acceptance. No advance payments will be made.

FDA THREE-WAY-MATCH INVOICE SUBMISSION



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. Provide a copy marked courtesy to the COR and/or Technical Point of Contact (TPOC). The COR/TPOC will be determined at the time of award.

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.

Be advised that FDA does not accept documents which contain the use of macros. Document submissions required throughout the award period(s) shall not have macro enabled functionality and any document delivered having that functionality will be deemed delinquent, if not corrected prior to the due date.

**52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-
Commercial Items. (JAN 2021) (Deviation Apr 2020) and (Deviation 2020-05 Oct 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 2020) (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. 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 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. 6101 note](#)).

__ (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 (Nov 2020) ([15 U.S.C. 644](#)).

__ (ii) Alternate I (MAR 2020) of [52.219-6](#).

__ (15)

(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).

__ (ii) Alternate I (MAR 2020) of [52.219-7](#).

__ (16) [52.219-8](#), Utilization of Small Business Concerns (OCT 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) (i) [52.219-13](#), Notice of Set-Aside of Orders (MAR 2020) ([15 U.S.C. 644\(r\)](#)).

__ (ii) Alternate I (MAR 2020) of [52.219-13](#).

__ (19) [52.219-14](#), Limitations on Subcontracting (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 (Nov 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 (Mar2020) ([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) ([15U.S.C. 637\(a\)\(17\)](#)).



(27) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).

(28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (~~JAN 2020~~ **OCT 2020**) (E.O.13126).) (Deviation 2020-05)

(29) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

(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](#).

(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).

(35) (i) [52.222-50](#), Combating Trafficking in Persons (OCT 2020) ([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).

(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 (Jun2014) of [52.223-14](#).

x (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (MAY 2020) ([42 U.S.C. 8259b](#)).

___ (43) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

___ (ii) Alternate I (JUN 2014) of [52.223-16](#).

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 (Jun2016) (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 (JAN2021) ([41 U.S.C. chapter 83](#)).

___ (49) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (JAN 2021)([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. [[19 U.S.C. chapter 29 \(sections 4501-4732\)](#),]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 (JAN 2021) of [52.225-3](#).

____ (iii) Alternate II (JAN 2021) of [52.225-3](#).

___ (i[~~ii~~iv]) Alternate III (JAN 2021) of [52.225-3](#).

___ (50) [52.225-5](#), Trade Agreements (OCT 2020 ~~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. 2302Note](#)).

__ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov2007) ([42 U.S.C. 5150](#)).

__ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ([42 U.S.C. 5150](#)).

__ (55) [52.229-12](#), Tax on Certain Foreign Procurements (JUN 2020).

__ (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 (OCT2018) ([31 U.S.C. 3332](#)).

__ (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

__ (60) [52.232-36](#), Payment by Third Party (MAY 2014) ([31 U.S.C. 3332](#)).

X (61) [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](#)).

__ (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 (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.]

__ (1) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter67](#)).



___ (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 (Nov 2020).

___ (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 2020) (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 (OCT 2020) ([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 (May2014) ([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 (Nov 2020).

(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)

Full Text of deviated clauses.

52.222-19 Child Labor—Cooperation with Authorities and Remedies. (JAN 2020) (DEVIATION 2020-05)(Oct 2020)

(a) *Applicability*. This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in—

(1) Canada, and the anticipated value of the acquisition is \$25,000 or more;

(2) Israel, and the anticipated value of the acquisition is \$50,000 or more;

(3[2]) Mexico, and the anticipated value of the acquisition is \$83,099 or more; or

(4[3]) Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, **[Canada,]** Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or the United Kingdom and the anticipated value of the acquisition is \$182,000 or more.

(b) *Cooperation with Authorities.* To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products, or the equivalent at [52.212-3\(i\)](#), the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.

(c) *Violations.* The Government may impose remedies set forth in paragraph (d) for the following violations:

(1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.

(2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.

(3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.

(4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) Remedies.

(1) The Contracting Officer may terminate the contract.

(2) The suspending official may suspend the Contractor in accordance with procedures in FAR [subpart 9.4](#).



(3) The debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR [subpart 9.4](#).

(End of clause)

Solicitation provisions

Contract Type: Commercial Item- Firm-Fixed Price.

FAR Provision 52.252-1 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 shall be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/far/>
<https://www.hhs.gov/grants/contracts/contract-policies-regulations/hhsar/index.html>

Offerors are afforded the opportunity to inspect the existing building and site, at their own expense, prior to the date set for receipt of quotes by contacting the Contract Specialist/Contracting Officer identified herein to schedule an appointment. Failure to inspect the site will not relieve the successful offeror from fully meeting the requirements of the resulting contract at the price offered.

The provision at FAR 52.212-1 Instructions to Offerors-Commercial Items (JUN 2020) applies to this solicitation. The following addenda have been added to this provision:

Addendum Paragraph (b):

Technical capability: will be determined by review of information submitted by the offeror which must provide sufficient technical information necessary for the Government to conclusively determine that the offered services/items meet or exceed the technical requirements identified above. Offerors shall specifically address the performance specifications and support same with submitted technical specifications, descriptive material, literature, brochures, and other information which demonstrates the capability of the offered solution at meeting or exceeding the stated needs of the FDA.

Price: Provide detailed price quote and supporting information to determine the price is fair and reasonable for each item to meet the Schedule of Items. Include the firm's DUNS number with quote.



The government is not responsible for locating or securing any information, which is not identified in the proposal however the Government reserves the right to obtain information for use in the evaluation from any and all sources including sources outside of the Government.

Addendum Paragraph (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm until September 30, 2021.

The provision at FAR 52.212-2 Evaluation-Commercial Items (OCT 2014) is applicable to this solicitation. The specific evaluation criteria to be included in paragraph (a) of that provision are as follows:

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

- Technical Capability
- Price

Technical capability is more important than price. However, if the Government determines non-price factors to be essentially equal among competing offerors price becomes more important as a discriminating factor.

The Government reserves the right to request additional information or conduct discussions at any time.

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

The Provision at FAR 52.212-3, Offeror Representations and Certifications-Commercial Items (Feb 2021), applies to this acquisition. The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

All responsible sources may submit an offer, which if timely received shall be considered.

For information regarding this solicitation, please contact Robert Waite at robert.waite@fda.hhs.gov.