

# **Statement of Work (SOW)**

**US Food and Drug Administration (FDA)**

**National Center for Toxicological Research (NCTR)**

**Solaris Hardware Maintenance Renewal**

**Version Date: 05/18/2021**

## **1. Background**

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The Food and Drug Administration (FDA), National Center for Toxicological Research (NCTR), located in Jefferson, Arkansas, is part of the Jefferson Regional Labs and is a research laboratory and administrative facility. NCTR conducts FDA mission-critical, peer-reviewed, critical path (translational) research targeted to develop a scientifically sound basis for regulatory decisions and reduce risks associated with FDA-regulated products. The research and administrative functions at NCTR rely on a well-maintained information technology infrastructure.

## **2. Objective**

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The objective is to renew existing support contract for the Oracle Sun Solaris equipment located in the NCTR Data Center located in Jefferson, AR.

## **3. Product Description**

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- A. The contractor shall provide the following Oracle Solaris equipment (by serial number) and provide Oracle Premier Support coverage from 06/01/2021 to 5/31/2022:

### **Quantity Unit Price Amount**

Qty 1  
Oracle Premier Support for Systems Renewal  
SSN: 4575874  
POP: 06/01/2021-05/31/2022  
CSI: 19064300, 20140365  
SN: FML09350DG, AK00319301

Qty 1  
Oracle Extended Support for Operating Systems Renewal  
SSN: 4575874  
POP: 06/01/2021-05/31/2022  
CSI: 19064300, 20140365  
SN: FML09350DG, AK00319301

B: Pricing Table

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ITEM #	PART #	MANUFACTURER	MANUFACTURER'S CONTRACT #	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	50128117	Oracle	OPS21-4575874	Oracle Premier Support for Systems Renewal SSN: 4575874 POP: 06/01/2021-05/31/2022 CSI: 19064300, 20140365 SN: FML09350DG, AK00319301	1		
2	50128118	Oracle	ES21-4575874	Oracle Extended Support for Operating Systems Renewal SSN: 4575874 POP: 06/01/2021-05/31/2022 CSI: 19064300, 20140365 SN: FML09350DG, AK00319301	1		
TOTAL							

**4. Salient Characteristics for Maintenance**

The Contractor shall provide hardware/software problem diagnosis, replacement of failed devices and software updates. The Contractor shall provide maintenance for both the software and the hardware-based components of the equipment. The Contractor shall provide maintenance and support service that meets all the following:

- FDA is seeking Warranty and Maintenance Support for Solaris hardware for 1 year which includes the following support services:
- Oracle Premier System and Operating System Services for existing Solaris Equipment
- Offeror must certify that it is an Oracle Solaris Authorized Channel
- Onsite Service Availability: Monday-Sunday – 24 Hours a day
- Phone consulting: Availability: Monday-Sunday – 24 Hours a day
- E-Mail consulting: Availability: Monday-Sunday – 24 Hours a day
- New release updates
- Web Knowledge Base Access
- Response time: 4 hours or less
- Onsite repair and services Availability: 24 hours x 7 days (24x7) - including Holidays
- Services:
  - Technical phone support service
  - Device diagnostics & onsite certified tech if needed
  - No refurbished parts
- Failed hardware replacement at no cost
- Unlimited number of cases
- Online access to documentation and technical resources
- Access to product updates and upgrades
- Online access to knowledge base
- Ability to open tickets online
- Shall be compatible with and provide hardware coverage for all components listed in the Section 3 above.
- All maintenance products and services must be certified by (Original Equipment Manufacturer (OEM) for providing support to all items listed above.
- Vendor does not void any manufacturer's warranty services.
- Hardware/software problem diagnosis.

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- System Software phone support.
- Escalated telephone access to OEM Subject Matter Experts.
- All replacement parts and material shall be provided at no additional charge.
- No refurbished or grey market parts shall be acceptable.
- All support shall be provided by an OEM certified technician.
- Vendor shall supply major upgrades and enhancements to licensed products.
- Vendor shall supply latest hot fixes and service packs as released.
- Remote problem diagnosis and support by OEM Certified Engineers.
- Customer shall have direct telephone access to OEM authorized representatives.
- Retention of faulty/failed disk drives, other system to allow FDA to retain proprietary data kept on disk drives and other components.

**5. Inspection and Acceptance**

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The COR will perform inspection and acceptance of all products and services. The performance criteria for these products shall be timely delivery and closure of all activities and deliverables listed above and within the established Period of Performance.

**6. Place of Performance**

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The equipment covered by the contract is located:

Food and Drug Administration  
NCTR Data Center  
3900 NCTR Road  
Jefferson, AR 72079

**7. Period of Performance**

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The period of performance is June 1, 2021 – May 31, 2022.

**8. Order Type**

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The order type is Firm-Fixed-Price.

**9. Authorized Contractor**

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The Contractor shall be the software Original Equipment Manufacturer (OEM) or an authorized reseller/servicing agent of the software OEM.

**10. Security**

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It is not anticipated that the contractor will be exposed to sensitive Agency information or data. But the contractor agrees that the contract personnel will not divulge or release information or data developed or obtained in connection with performance of this contract, unless made public by FDA or upon written approval by the COR. Disclosure of the information/data, in whole or in part, by the Contractor can only be made after the Contractor receives prior written approval from the Contracting Officer. Whenever the Contractor is uncertain with regard to the proper handling of information/data under the contract, the Contractor shall obtain a written determination from the Contracting Officer.

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**11. Order of Precedence**

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The Contractor shall follow the terms and conditions of this contract. Should the Contractor include any additional terms and conditions resulting in conflicts between this document and the Contractor's document, the Order of Precedence shall be as specified in FAR Clause 52.212-4. The Contractor shall not auto-renew any subscriptions, licenses, maintenances and services not authorized under this contract. Any auto-renewals are at the risk of the Contractor, and the Government will not reimburse the Contractor. In the event of any inconsistencies between any licensing agreement incorporated into this order as an attachment and the FAR and HHSAR Clauses incorporated into this order, the FAR or HHSAR Clauses shall take precedence.

**12. Government Furnished Equipment (GFE)/ Government Furnished Information (GFI)**

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No GFE will be required to complete this requirement.

No GFI will be required to complete this requirement.

**13. Persons to Contact**

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**Contracting Officer**

E. Natalie Mitchell  
Branch Chief – Information Technology Acquisition Branch (ITAB)  
FDA Office of Finance, Budget, Acquisitions and Planning  
Food and Drug Administration  
4041 Powder Mill Road, Beltsville, MD 20705  
Work: 301-796-8858

[Natalie.Mitchell@fda.hhs.gov](mailto:Natalie.Mitchell@fda.hhs.gov)

**Contract Specialist (CS):**

Bradley Hill  
4041 Powder Mill Road, 4<sup>th</sup> Floor  
Beltsville, MD 20705  
301-796-8783

[Bradley.Hill@fda.hhs.gov](mailto:Bradley.Hill@fda.hhs.gov)

**Contracting Officer's Representative**

(To be determined at the time of the award.)

**14. CONTRACTING OFFICER'S AUTHORITY**

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The Contracting Officer (CO) is the sole person authorized to make or approve any changes in any of the requirements of this order and notwithstanding any provisions contained elsewhere in the order, the said authority remains solely with the CO. In the event the Contractor makes any changes at the direction of any person other than the CO, the change shall be considered to have been made without authority and no adjustment will be made in the order terms and conditions, including price. The CO shall be the only individual authorized to accept nonconforming work, waive any requirement of the order and modify any term or condition of the order. The CO is the only individual who can legally obligate Government funds.

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The Contracting Officer's Representative (COR) or Project Officer is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the order price, terms or conditions. The COR/Project Officer is responsible for the technical aspects of the project and serves as technical liaison with the Contractor and is responsible for the final inspection and acceptance, and such other responsibilities as may be specified in the order.

## **15. Clauses**

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### **FAR 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 address:

[www.acquisition.gov/content/part-52-solicitation-provisions-and-contract-clauses#i1064497](http://www.acquisition.gov/content/part-52-solicitation-provisions-and-contract-clauses#i1064497)

(End of Clause)

FAR 52.203-19 – Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (Jan 2017)

FAR 52.204-25 – Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2019)

FAR 52.232-39: Unenforceability of Unauthorized Obligations (Jun 2013)

### **HHSAR Clauses:**

This order incorporates one or more HHSAR clauses by reference, with the same force and effect as if they were given in full text. The full text of the HHSAR clauses may be accessed electronically at this address:

[www.hhs.gov/grants/contracts/contract-policies-regulations/hhsar/index.html](http://www.hhs.gov/grants/contracts/contract-policies-regulations/hhsar/index.html)

HHSAR 352.203-70: Anti-Lobbying (Dec 2015)

HHSAR 352.208–70 Printing and Duplication (DEC 2015)

HHSAR 352.239-74 Electronic and Information Technology Accessibility.

All software items installed in FDA systems and networks are in compliance with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998. Throughout the period of performance, the contractor shall ensure the maintenance and support services provided sustain compliance for the QuickLert items supported.

## **14. Provisions**

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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

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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 address [www.acquisition.gov](http://www.acquisition.gov)

FAR 52.203-18 – Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements—Representation (Jan 2017)

FAR 52.204-24 – Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Dec 2019)

FAR 52.204-26 – Covered Telecommunications Equipment or Services-Representation (Dec 2019)

HHSAR 352.239-73: Electronic and Information Technology Accessibility Notice (Dec2015)

## **15. Instructions to quoters/Evaluation Criteria**

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### *Instructions to Quoters:*

1. Quoters shall submit a quote for all requirements listed in this Notice. Partial quotes will not be considered. Incomplete pricing or pricing with omissions may not be considered for award.
2. Quoters shall submit all assumptions in their quotation.
3. Quoters are advised that additional terms and conditions submitted with their quotation that is in conflict of the terms and conditions of this solicitation may be deemed as technically unacceptable and may not be considered for award. All additional terms and conditions must be submitted with its quotation.
4. Quoters shall submit all applicable terms and conditions in full text as attachments, appendix, or exhibits.
5. All Quoters providing quotations must clearly state the overall cost to the Government.
6. The Government reserves the right to award without dialogue. The Government does not intend to have dialogue to allow revision of the quotation. But the Government reserves the right to dialogue with Quoters should the Government determine it is necessary for quotation revisions prior to award.
7. Quoters should ensure that their initial submission represents their best pricing and that all information is provided to determine technical acceptability. The Government will not research items to determine compatibility; all information regarding compatibility must be contained within the quotation.
8. Questions about this public notice must be submitted to Bradley Hill by email at [bradley.hill@fda.hhs.gov](mailto:bradley.hill@fda.hhs.gov) no later than 12:00 PM Eastern Time (ET) on May 20, 2021. Phone calls will not be accepted.
9. Quotes must be submitted to [bradley.hill@fda.hhs.gov](mailto:bradley.hill@fda.hhs.gov) no later than 12:00 PM Eastern Time (ET), on May 24, 2021. Phone calls will not be accepted.
10. Quotes shall clearly be marked as response to: RFQ-FDA-21-1242986.

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**16. BASIS FOR AWARD**

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The FDA will evaluate quotes received in response to this Public Notice on a lowest price-technically-acceptable basis. A technically acceptable quote is one that offers to provide the FDA with the goods and services specified in this Statement of Work and that meet all the salient characteristics and requirements of this SOW – within the specified delivery schedule.

Failure to demonstrate meeting the requirements of this notice will result in a rating of technically unacceptable and will not be considered for award.

*(End of Notice)*