



August 10, 2022

SUBJECT: Request for Quote (RFQ_FDA_114048) for Neutering Services

This is a combined synopsis/solicitation for commercial services prepared in accordance with the format in FAR 12.6 as supplemented with FAR 13 and additional information included in this notice. The incorporated provisions and clauses are those in effect through Federal Acquisition Circular (FAC) 2022-06.

THIS ANNOUNCEMENT CONSTITUTES THE ONLY SOLICITATION AND A SEPARATE SOLICITATION WILL NOT BE ISSUED.

The solicitation number for this acquisition is RFQ_FDA_114048 and is being issued as a Request for Quote (RFQ). The NAICS Code for this solicitation: 115210, Support Activities for Animal Production and the Small Business Size Standard is \$7.5 million. The requirement will be awarded as Firm-Fixed Price. The Government reserves the right to award without discussions if the Contracting Officer determines that the initial offer is providing the Best Value and discussions are not necessary.

Background:

The FDA Center for Veterinary Medicine is seeking the services of an American Animal Hospital Association (AAHA)-accredited, and State of Maryland licensed veterinary hospital to perform up to 27 canine neuter (male castration) surgeries. The neuter surgery is one of the “most common surgeries performed by veterinarians on cats and dogs” according to the American Veterinary Medical Association (<https://www.avma.org/resources/pet-owners/petcare/spaying-and-neutering>). The neuter surgeries are necessary to benefit the long-term health of the dogs and to help prepare them for adoption.

1) Statement of Work (SOW):

The contractor shall perform up to 27 canine neuter (male castration) surgeries as part of this contract. The individual body weights of all dogs are expected to be less than 30 pounds each at the time of presentation for surgery.

Minimum salient characteristics:

The following requirements shall be met by the contractor:

- 1.1 The contractor, also termed the veterinary hospital, shall have the surgical facility, licensed veterinarian(s), trained veterinary support staff, and veterinary equipment necessary to perform up to 27 canine neuter (male castration) surgeries consistent with the veterinary Standard of Care required by the Maryland Veterinary Practice Act and related Code of Maryland regulations (<https://mda.maryland.gov/vetboard/Pages/regulations.aspx>).



- 1.2 The veterinarian performing the castration surgery or surgeries shall be currently licensed to practice veterinary medicine by the State of Maryland.
- 1.3 The veterinary hospital shall have full AAHA-accreditation.
- 1.4 The veterinary hospital shall be licensed by the State of Maryland with a physical address within the State of Maryland.
- 1.5 The canine castration surgeries shall be performed at the business location of the clinic, which shall match the physical address on the State of Maryland veterinary hospital license. FDA will cross reference physical address location on the Maryland registered business portal accessible at <https://portal.mda.maryland.gov>.
- 1.6 Due to the need to prevent prolonged transit times, the veterinary hospital shall be within 45 miles of FDA CVM's location; 8401 Muirkirk Rd, Laurel, MD 20708
- 1.7 The veterinary hospital shall maintain full AAHA-accreditation, and maintain full State of Maryland veterinary hospital licensure, during the entire time of service under this contract.
- 1.8 The veterinary hospital shall provide patient monitoring during the anesthetic event and recovery.
- 1.9 The veterinary hospital shall contact the designated FDA CVM Contracting Officer Representative (COR) as soon as possible if there is an emergency or adverse changes to the patient's health. Pre-authorization by FDA CVM is required for the veterinary hospital to provide emergency and stabilization care, if required. The record of emergency veterinary care shall be included in the patient's veterinary record. If overnight monitoring is needed for the patient, and the veterinary hospital does not have staff monitor patients overnight, this shall be disclosed in the quote. The FDA CVM has the ability to transfer the care of a stable patient. FDA CVM will arrange for the care of stable patients once transported back to FDA CVM. The veterinary hospital will provide all patient records to FDA CVM or to another veterinary hospital as directed by FDA CVM. Patients that are not stable need to remain at the veterinary hospital until they are stable and can be safely transported to FDA CVM.
- 1.10 The veterinary hospital shall allow a site visit by FDA/CVM/OR employees, who may include, but are not limited to: Quality Assurance Unit members, the Attending Veterinarian, and members of the OR Institutional Animal Care and Use Committee. The purpose of the site visit is for FDA employees to verify that surgeries will be performed consistent with AAHA guidelines, and the veterinary Standard of Care required by the Maryland Veterinary Practice Act and related Code of Maryland regulations. This site visit is anticipated to be post-award of the contract and prior to surgeries.
- 1.11 FDA CVM will provide contractor with Complete Blood Count (CBC) and Blood Chemistry reports as pre-anesthetic and pre-operative bloodwork. These reports will be from within 15 days of the castration surgery. If the contractor requires internally generated results, the cost of this shall be included in their quote.



- 1.12 Paper or electronic copies of all veterinary records generated under this contact shall be made available for pickup from the clinic by a COR, or emailed to the designated COR, within 15 calendar days of completion of each surgical procedure.
- 1.13 The contractor shall maintain the confidentiality of the veterinary records of FDA CVM owned animals and shall not release the records to any party besides FDA CVM except as required by State of Maryland or U.S. federal law. The veterinary clinic can schedule the neuter surgeries in coordination with the designated FDA CVM COR for the mutual benefit of both parties. Surgeries shall be accomplished within the period of performance of the order. Currently, FDA CVM can accommodate up to 3 trips a day with a maximum of 2 dogs per trip. So the current maximum number of surgeries FDA/CVM can arrange transportation for is 6 dogs a day. FDA CVM is willing to work with the contractor to also schedule surgeries during the evenings or weekends upon mutual agreement of both parties. Scheduling a surgery on a federal holiday will only be upon express permission of the designated FDA CVM employee.
- 1.14 CVM/OR veterinarians will perform the post-operative check and suture removal once stable patients have returned to the facility. However, the clinic should include in quote if some or all dogs who receive neuter surgery be represented again to the clinic for the post-operative check and suture removal. The time of representation for a healthy patient shall be mutually agreed upon by FDA/CVM and the clinic. If any issues arise during the post-operative period, such as infection or suture failure, CVM will communicate this to the contractor if additional services are required.

2) Other Requirements:

- 2.1 The physical address of the veterinary clinic must be within the State of Maryland and within 45 miles of Laurel, Maryland. The distance requirement is necessary to prevent prolonged transit times.
- 2.2 The contractor and their employees shall not take photographs, images, or digital images of FDA CVM owned animals, and shall not post information or images of FDA CVM owned animals on publicly available media.

3) Period of Performance:

The neutering services shall be completed within 30 to 900 days of order.

4) Inspection and Acceptance:

- 4.1 The veterinary records generated under this contact shall be evaluated by the FDA CVM Attending Veterinarian and/or the FDA CVM Clinical Veterinarian to verify that the



neuter surgery completed. The record verification will be performed as records are provided to FDA CVM.

A. GOVERNMENT HOLIDAYS

a. The Government hereby provides notification that Government personnel observe the listed days as holidays:

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|--|-----------------------|
| (1) New Year's Day | (7) Labor Day |
| (2) Martin Luther King's Birthday | (8) Columbus Day |
| (3) President's Day | (9) Veterans' Day |
| (4) Memorial Day | (10) Thanksgiving Day |
| (5) Juneteenth National Independence Day | (11) Christmas Day |
| (6) Independence Day | |

b. In addition to the days designated as holidays, the Government observes the following days:

- (1) Any other day designated by Federal Statute
- (2) Any other day designated by Executive Order
- (3) Any other day designated by the President's Proclamation

c. When any such day falls on a Saturday, the following Monday is observed. Except for designated around-the-clock or emergency operations, Contractor personnel will not be able to perform on-site under this contract with FDA on holidays set forth above. The Contractor shall not charge any holiday as direct charge to the award.

d. It is understood and agreed between the Government and the Contractor that observance of such days by Government personnel shall not otherwise be a reason for an additional period of performance, or entitlement of compensation except as set forth within the award.

e. Nothing in this clause abrogates the rights and responsibilities of the parties relating to stop work provisions as cited in other sections of this contract.

B. FDA Invoicing Procedures:

1. 352.232-71 Electronic Submission of Payment Requests (FEB 2022)

(a) Definitions. As used in this clause—

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



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

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

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

2. FDA Electronic Invoicing and Payment Requirements - Invoice Processing Platform (IPP) (Jan 2022)

- a. All Invoice submissions for goods and or services must be made electronically through the U.S. Department of Treasury's Invoice Processing Platform System (IPP).
<http://www.ipp.gov/vendors/index.htm>
- b. Invoice Submission for Payment means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in FAR 32.905(b), "Content of Invoices" and the applicable Payment clause included in this contract, or the clause 52.212-4 Contract Terms and Conditions – Commercial Items included in commercial items contracts. The IPP website address is: *<https://www.ipp.gov>*.
- c. (1) The Agency will enroll the Contractors new to IPP. The Contractor must follow the IPP registration email instructions for enrollment to register the Collector Account for submitting invoice requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive Registration email from the Federal Reserve Bank of St. Louis (FRBSTL) within 3 – 5 business days of the contract award for new contracts or date of modification for existing contracts.

(2) Registration emails are sent via email from ipp.noreply@mail.ero.c.twai.gov. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email to IPPCustomerSupport@fiscal.treasury.gov or phone (866) 973-3131.

(3) The Contractor POC will receive two emails from **IPP Customer Support**, the first email contains the initial administrative IPP User ID. The second email, sent within 24 hours of receipt of the first email, contains a temporary password. You must log in with the temporary password within 30 days.

(4) If your company is already registered to use IPP, you will not be required to re-register.

(5) If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment as authorized by HHSAR 332.7002, a written request must be submitted to the Contracting Officer to explain the circumstances that require the authorization of alternate payment procedures.



- d. Invoices that include time and materials or labor hours Line Items must include supporting documentation to (1) substantiate the number of labor hours invoiced for each labor category, and (2) substantiate material costs incurred (when applicable).
- e. Invoices that include cost-reimbursement Line Items must be submitted in a format showing expenditures for that month, as well as contract cumulative amounts.

At a minimum the following cost information shall be included, in addition to supporting documentation to substantiate costs incurred.

- Direct Labor - include all persons, listing the person's name, title, number of hours worked, hourly rate, the total cost per person and a total amount for this category;
 - Indirect Costs (i.e., Fringe Benefits, Overhead, General and Administrative, Other Indirects)- show rate, base and total amount;
 - Consultants (if applicable) - include the name, number of days or hours worked, daily or hourly rate, and a total amount per consultant;
 - Travel - include for each airplane or train trip taken the name of the traveler, date of travel, destination, the transportation costs including ground transportation shown separately and the per diem costs. Other travel costs shall also be listed;
 - Subcontractors (if applicable) - include, for each subcontractor, the same data as required for the prime Contractor;
 - Other Direct Costs - include a listing of all other direct charges to the contract, i.e., office supplies, telephone, duplication, postage; and
 - Fee – amount as allowable in accordance with the Schedule and FAR 52.216-8 if applicable.
- f. 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.
 - g. Payment of invoices will be made based upon acceptance by the Government of the entire task or the tangible product deliverable(s) invoiced. Payments shall be based on the Government certifying that satisfactory services were provided, and the Contractor has certified that labor charges are accurate.



- h. If the services are rejected for failure to conform to the technical requirements of the task order, or any other contractually legitimate reason, the Contractor shall not be paid, or shall be paid an amount negotiated by the CO.
- i. Payment to the Contractor will not be made for temporary work stoppage due to circumstances beyond the control of U.S. Food and Drug Administration such as acts of God, inclement weather, power outages, and results thereof, or temporary closings of facilities at which Contractor personnel are performing. This may, however, be justification for excusable delays.
- j. The Contractor agrees that the submission of an invoice to the Government for payment is a certification that the services for which the Government is being billed, have been delivered in accordance with the hours shown on the invoices, and the services are of the quality required for timely and successful completion of the effort.
- k. Questions regarding invoice payments that cannot be resolved by the IPP Helpdesk should be directed to the FDA 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.

C. CLAUSES:

FAR 52.212-4 Contract Terms and Conditions—Commercial Items (Nov 2021)

FAR 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services. (MAY 2022)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).



(4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) [52.233-3](#), 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 products and commercial services:

(1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (JUN 2020), with *Alternate I* (Nov 2021) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

(2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) ([41 U.S.C. 3509](#))).

(3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) [52.204-10](#), 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. (Nov 2021) ([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) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) ([15 U.S.C. 657a](#)).



___ (12) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

___ (13) [Reserved]

X (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](#).

X (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 (Nov 2021) ([15 U.S.C. 637\(d\)\(4\)](#)).

___ (ii) Alternate I (Nov 2016) of [52.219-9](#).

___ (iii) Alternate II (Nov 2016) of [52.219-9](#).

___ (iv) Alternate III (JUN 2020) of [52.219-9](#).

___ (v) Alternate IV (SEP 2021) 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 (SEP 2021) ([15 U.S.C. 637s](#)).

___ (20) [52.219-16](#), Liquidated Damages—Subcontracting Plan (SEP 2021) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

___ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) ([15 U.S.C. 657f](#)).

X (22) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (SEP 2021) ([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 (SEP 2021) ([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 (SEP 2021) ([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 (SEP 2021) ([15U.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 2022) (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](#).
- _X_ (33) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- _X_ (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 (Nov 2021) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- ___ (ii) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).



___ (36) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [22.1803](#).)

___ (37) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

___ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

___ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

___ (40) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (OCT 2015) of [52.223-13](#).

___ (41) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (JUN 2014) of [52.223-14](#).

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 (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 (Nov 2021) ([41 U.S.C. chapter 83](#)).

___ (49) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (Nov 2021) ([41 U.S.C.chapter83](#), [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 (JAN 2021) of [52.225-3](#).

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

___ (iv) Alternate III (JAN 2021) 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).

___ (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302Note](#)).

___ (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 (Nov2007) ([42 U.S.C. 5150](#)).

___ (55) [52.229-12](#), Tax on Certain Foreign Procurements (FEB 2021).

___ (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

___ (57) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (Nov 2021) ([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](#)).

(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 (Nov 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)).

(ii) Alternate I (APR 2003) of [52.247-64](#).

(iii) Alternate II (Nov 2021) of [52.247-64](#).

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

(ii) [52.203-19](#), 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 (Nov 2021) (Section 1634 of Pub. L. 115-91).



(iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(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 (Nov 2021) ([22 U.S.C. chapter 78](#) and E.O 13627).

(B) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

(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 (MAY 2022) (E.O. 12989).

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



(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (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 (Nov 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

HHSAR 352.211-3 Paperwork Reduction Act

HHSAR 352.222-70 Contractor Cooperation in Equal Employment Opportunity Investigations

HHSAR 352.239-74 Electronic and Information Technology Accessibility

HHSAR 352.223-70 Safety and Health (Dec 2015)

HHSAR 352.227-70 Publications and Publicity. (Dec 2015)

HHSAR 352.270-5b Care of Live Vertebrate Animals. (December 18, 2015)

(a) Before undertaking performance of any contract involving animal-related activities where the species is regulated by the United States Department of Agriculture (USDA), the Contractor shall register with the Secretary of Agriculture of the United States in accordance with 7 U.S.C. 2136 and 9 CFR sections 2.25 through 2.28. The Contractor shall furnish evidence of the registration to the Contracting Officer.

(b) The Contractor shall acquire vertebrate animals used in research from a dealer licensed by the Secretary of Agriculture under **7 U.S.C. 2133** and **9 CFR sections 2.1-2.11**, or from a source that is exempt from licensing under those sections.

(c) The Contractor agrees that the care, use, and intended use of any live vertebrate animals in the performance of this contract shall conform with the Public Health Service (PHS) Policy on Humane Care of Use of Laboratory Animals (PHS Policy), the current Animal Welfare Assurance



(Assurance), the Guide for the Care and Use of Laboratory Animals (National Academy Press, Washington, DC) and the pertinent laws and regulations of the United States Department of Agriculture (see **7 U.S.C. 2131 et seq.** and **9 CFR subchapter A, Parts 1-4**). In case of conflict between standards, the more stringent standard shall govern.

(d) If at any time during performance of this contract, the Contracting Officer determines, in consultation with the Office of Laboratory Animal Welfare (OLAW), National Institutes of Health (NIH), that the Contractor is not in compliance with any of the requirements and standards stated in paragraphs (a) through (c) above, the Contracting Officer may immediately suspend, in whole or in part, work and further payments under this contract until the Contractor corrects the noncompliance. Notice of the suspension may be communicated by telephone and confirmed in writing. If the Contractor fails to complete corrective action within the period of time designated in the Contracting Officer's written notice of suspension, the Contracting Officer may, in consultation with OLAW, NIH, terminate this contract in whole or in part, and the Contractor's name may be removed from the list of those contractors with Animal Welfare Assurances.

Note: The Contractor may request registration of its facility and a current listing of licensed dealers from the Regional Office of the Animal and Plant Health Inspection Service (APHIS), USDA, for the region in which its research facility is located. The location of the appropriate APHIS Regional Office, as well as information concerning this program may be obtained by contacting the Animal Care Staff, USDA/APHIS, 4700 River Road, Riverdale, Maryland 20737 (E-mail: ace@aphis.usda.gov, website:

<http://www.aphis.usda.gov/wps/portal/aphis/ourfocus/animalwelfare>).

FDA Animal Safety Language:

Occupational Safety and Health: Animal Exposure Program (Conditional Requirement)

During the contract period of performance, if the contractor or contract personnel will conduct work at an FDA facility and

- (a) will have direct or indirect contact with live vertebrate animals, or their unfixed or nonsterile tissues, body fluids, or waste;
- (b) will enter vivaria, animal holding areas, or animal procedure rooms; or
- (c) will provide service or maintenance to engineering systems or equipment that may expose an individual to animals, or unfixed or nonsterile tissues, body fluids, or waste;

then the following language is to be included in the Statement of Work:

FDA is committed to the health and safety for all contract personnel that: (a) will have direct or indirect contact with live vertebrate animals, or their unfixed or nonsterile tissues, body fluids, or waste; (b) will enter vivaria, animal holding areas, or animal procedure rooms; or (c) will provide service or maintenance to engineering systems or equipment that may expose an individual to animals, or unfixed or nonsterile tissues, body fluids, or waste.

Contractor Responsibilities:

- 1) The contractor is responsible for adhering to the Public Health Service Policy on Humane Care and Use of Laboratory Animals.*
- 2) The contractor is responsible for maintaining a working environment per [insert FDA animal program] guidelines and comply with the FDA and [insert FDA animal program] occupational safety and quality assurance policies, procedures, programs, and guides.*



- 3) *The contractor is responsible for ensuring that contract personnel participate in, and complies with, an Animal Exposure Program (AEP) that is consistent with the Public Health Service Policy on Humane Care and Use of Laboratory Animals.*
 - a. *If the contractor chooses to participate in the [insert FDA animal program] AEP, contract personnel must be medically cleared (with or without restrictions) by a physician with respect to allergy prevention, pregnancy, and other risk factors related to animal exposure.*
 - i. *In general, the medical clearance process includes access to a robust occupational health program that may include, but not limited to, vaccinations, access to prophylactic therapies or medications, etc.*
 - ii. *Medical clearance is to be obtained every 12 months.*
- 4) *Contractors must provide proof of medical clearance and AEP participation to the Contracting Officer's Representative for all relevant contract personnel prior to starting contracted tasks.*

If contract personnel do not participate in an AEP or do not comply with the provisions of the [insert FDA animal program] AEP (if applicable), then they are not permitted to (a) enter vivaria, animal holding areas, or animal procedure rooms; and (b) conduct the related tasks involving animals outlined in the Statement of Work. The contractor is responsible for any contract personnel changes necessary to carry out the tasks of the contract within the period of performance.

Occupational Safety and Health: Animal Exposure Hazards

FDA is committed to the health and safety for all contract personnel that: (a) will have direct or indirect contact with live vertebrate animals, or their unfixed or nonsterile tissues, body fluids, or waste; (b) will enter vivaria, animal holding areas, or animal procedure rooms; or (c) will provide service or maintenance to engineering systems or equipment that may expose an individual to animals, or unfixed or nonsterile tissues, body fluids, or waste.

Contractor Responsibilities:

- 1) *The contractor is responsible for adhering to the Public Health Service Policy on Humane Care and Use of Laboratory Animals and the Guide for the Care and Use of Laboratory Animals.*
- 2) *The contractor is responsible for ensuring that contract personnel are medically cleared (with or without restrictions) by a physician with respect to allergy prevention, pregnancy, and other risk factors related to animal exposure.*
- 3) *Contractors must provide proof of medical clearance to the Contracting Officer's Representative for all relevant contract personnel within 90 days of the date of the contract modification.*

D. Provisions:

1) Pricing Schedule:

The Offeror shall submit a fixed price, including details of all costs supporting the price for the requested items/services.



The Offeror shall complete the pricing chart below. Pricing shall include all applicable fees including shipping, warranty and handling. Any charges presented after contract award shall not be acceptable.

Table 1:

Line Item	Description	Qty.	Unit Price	Price
1	Canine neuter (male castration) surgeries (up to 27)	27 EA		\$
2	Not-to-exceed T&M - Medical intervention if required during surgeries	1 EA		\$
GRAND TOTAL FIXED PRICE (All Items FOB)				\$

Pricing should be outlined as shown above.

2) FAR 52.212-1 Instructions to Offerors—Commercial Items (JUN 2020)

- 2.1 Quotes need to include proof of AAHA-accreditation and a copy of their State of Maryland veterinary hospital license to allow FDA/CVM to verify both are current and in good standing.
- 2.2 Quotes need to include proof of the State of Maryland veterinary registration certificate (veterinary license) valid for the duration of this contract for at least one veterinarian employed by the veterinary hospital who is intended to be one of the veterinary surgeons for surgeries under this contract.
- 2.3 If overnight monitoring is needed for the patient, and the veterinary hospital does not have staff monitor patients overnight, this shall be disclosed to FDA CVM in the quote.
- 2.4 Quotes need to demonstrate the requirements are met as defined in the Statement of Work.
- 2.5 The offeror shall complete the Pricing Schedule above.

CONTRACTING POINT OF CONTACT:

Sarah Hussain, Contract Specialist
 4041 Powder Mill Road
 Beltsville, MD 20705
 Email: *sarah.hussain@fda.hhs.gov*

- 2.6 **Quotes shall be in 2 volumes: 1 Technical and 2 Price. The volumes shall be separate and complete. The volumes shall be separate and complete, so that evaluation of one may be accomplished independently of, and concurrently with, the evaluation of the other. No pricing information shall be provided in Volume 1.*****



The total number of pages for the technical quote shall not exceed twenty (20) pages to include resumes, using 1" margins, single spaced, font type Time New Roman, and a font size of 12.

The solicitation does not commit the Government to pay any cost for the preparation and submission of a quote or proposal. It is also advised that the Contracting Officer (CO) is the only individual who can legally commit and obligate the Government to the expenditure of public funds in connection with the proposed acquisition.

QUESTIONS DEADLINE: Interested offerors shall submit questions electronically to Sarah.Hussain@fda.hhs.gov no later than August 15, 2022, 11:00 a.m. Eastern Standard Time. Please include the company name, FDA solicitation number, and "Question(s)" in the subject line. All questions during the Offeror's facility site visit shall be directed, in writing, to Sarah.Hussain@fda.hhs.gov.

PROPOSAL DUE: All proposals are due, electronically via email for no later than August 19, 2022, 10:00 a.m. Eastern Daylight Time.

- 2.7 Quotes shall clearly reference the solicitation, date of offer, organization proposing and point of contact.
- 2.8 The Contractor's current address and Unique Entity ID shall be included in the quote.
- 2.9 Quotes shall be for all the items requested or none.
- 2.10 Quotes shall be valid through September 30, 2022.

3) **BASIS FOR AWARD:**

The Government intends to evaluate quotes and, if necessary, conduct discussions with all responsible Offerors within the competitive range. The award will be made to the Offeror whose quote conforms to the terms and conditions of the solicitation and award may be made to other than the lowest priced or the highest technically rated offer.

Relative importance and trade-offs. The Government will base the determination of best value on performance, and the other evaluation factors identified elsewhere in this solicitation. The determination of best value also considers the relative importance of the evaluation factors. Technical factors and past performance when combined are significantly more important than price. It is pointed out; however, should technical competence between Offerors be considered approximately the same, then price could become primary.

FDA will base its award decision using a best value analysis that results in the most advantageous acquisition for the Government. FDA's acquisition strategy used to obtain best value may result in an award to other than the lowest priced, technically rated Offeror. Best value analysis spans a continuum from the lowest priced, technically acceptable proposal to those proposals in which tradeoffs between price, past performance, and each Offeror's technical solution is evaluated. This tradeoff process depends on the Government's assessment of quality factors, including but not limited to past performance, compliance with solicitation requirements, technical excellence, management capability, personnel qualifications and prior experience, and price.



The proposed price will be evaluated but not scored. The price evaluation will determine whether the proposed prices are fair and reasonable in relation to the solicitation requirements. Proposed prices shall be entirely compatible with the technical quotations. Although price is the least important evaluation factor, it will not be ignored. The degree of importance of the proposed prices will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based.

4) **EVALUATION METHOD**

The Government will evaluate quotes received in response to this RFQ on a lowest price, technically acceptable (LPTA) basis. A technically acceptable quote is one that can provide all the specifications listed above.

5) **General Information**

Contracting Point of Contact:
Sarah Hussain, Contract Specialist
Email: sarah.hussain@fda.hhs.gov

6) **FAR 52.252-2 Solicitation Provisions 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://www.acquisition.gov/far> and <https://www.acquisition.gov/hhsar>.

7) **FAR 52.212-2 Evaluation-Commercial Items (OCT 2014)**

8) **FAR 52.212-3 Offeror Representations and Certifications-Commercial Items (Mar 2020)**

Offerors that fail to complete the required representations and certifications, or reject the terms and conditions of the solicitation, may be excluded from award consideration. The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through <http://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) of this provision.

9) **52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021)**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or



service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.



(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) Representation. The Offeror represents that—

(1) It will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures. (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or



(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

Parties responding to this solicitation may submit their offer in accordance with their standard commercial practices (e.g. on company letterhead, formal quote form, etc.) but shall include the following information: 1) company's complete mailing and remittance addresses 2) discounts for prompt payment if applicable; 3) Dun & Bradstreet number; 4) Taxpayer ID number; 5) Catalog or Published Price Listing applicable to the service; 6) Contractors shall meet specifications as noted in the synopsis. Note: Contractor shall be registered and active in the System for Award Management (SAM) prior to the award of a contract. You may register by going to www.sam.gov.