

Document Type:	Combined Synopsis/Solicitation
Title:	SCIEX EXIONLC PDA DETECTOR
Solicitation Number:	RFQ-119548
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Response Date:	September 19, 2023
NAICS Code:	334516 – Analytical Laboratory Instrument Manufacturing

This is a combined synopsis/solicitation for commercial items prepared in accordance with the Federal Acquisition Regulation (FAR) format in Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested and a written solicitation will not be issued. The solicitation is being issued in conjunction with FAR Part 13 - Simplified Acquisition Procedures and FAR 13.5 Simplified Procedures for Certain Commercial Items. This solicitation is issued as a Request for Quote (RFQ). This combined/synopsis solicitation is competed on a brand name only basis

SUPPLIES OR SERVICES AND PRICE/COST

The U.S. Food and Drug Administration intends to issue a Firm-Fixed Price Purchase Order for the following:

Pricing Schedule:

Description	Quantity	Unit	Total Cost
SCIEX EXIONLC PDA DETECTOR*	1	ea	
10/100 ETHERNET SWITCH, SHIMADZU*	1	ea	
CAT 5 NETWORK LAN CABLE, SHIMADZU*	1	ea	
Shipping and Handling			

Special Material Requirements

*1024 element Photo Diode Array (PDA) detector with D2 lamp for a wavelength range of 190-700 nm. Temperature controlled cell path length is 10 mm with a swept volume of 1 µL and a pressure limit of 80 bar. Noise level of $\pm 0.2 \times 10^{-5}$ AU max. Linear range up to 2.0 AU. Operation with ExionLC AC and AD systems only. 180 uL mixer is highly recommended to minimize detector signal baseline fluctuation - mixer sold separately.

Other Unique Requirements and Considerations

*10/100 Ethernet Network Switch used for the CBM-20A, CBM-20A Lites and the SPD-M20A UV detector.

*CAT 5 Network LAN Cable used for the CBM-20A, CBM-20A Lites and the SPDM20A UV detector.

DESCRIPTION OF REQUIREMENTS

Purpose

Food and Drug Administration (FDA)/Office of Regulatory Affairs (ORA) seeks to acquire a AB Sciex ExionLC PDA compatible with ExionLC system and operated by the Analyst 1.7 software by AB Sciex. Laboratory personnel will install the instrument upon delivery of a new instrument without any damage during the shipping and handling.

Background

FDA regulates the content of vitamins in infant and adult/pediatric nutritional formulas. However, ATLHAF has been the only ORS laboratory which analyzes regulatory samples for the nutritional program (NIS). To increase the analytical capacity of the ORS laboratories, IRVL-HAF has been assigned to implement the analysis of fat and water-soluble vitamins in support of regulatory action by the FDA. The laboratory needs to purchase an Sciex ExionLC PDA for an existing ExionLC MSMS system so it can be used for the analysis of vitamins. In addition, the PDA is crucial in the performance of the operation and performance qualifications of all ExionLC in operation.

Objectives

To give the flexibility to analysts to perform the operation and performance qualifications of the newer models of HPLC manufactured by AB Sciex. The compatibility between the detector and the HPLC makes the connection of the modules easier.

Place of Performance

FDA/IRVLHAF
19701 Fairchild
Irvine, CA 92612

POC: Kouassi Dje, Supervisory Chemist
Kouassi.Dje@fda.hhs.gov
Phone: 949-535-3526

Period of Performance

September 2023 – November 2023

DELIVERY/SERVICE LOCATION

The following items shall be delivered to the following locations:

FDA/IRVLHAF
19701 Fairchild
Irvine, CA 92612

Holidays and Government Closures

The Contractor is not required to provide services on the following days that Federal Holidays or on any other day designated as a Federal holiday for the Washington, DC area:

New Year's Day
Martin Luther King Jr.
President's Day
Memorial Day
Juneteenth Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

In the event of inclement weather when the Federal government is closed, the Contractor is not required to provide on-site service. The Contractor is required to follow, as a minimum, other directives issued by the U.S. Office of Personnel Management or other such official for late arrivals due to inclement weather (unless otherwise specified in the Contract).

In the event the Federal Government is closed by order of the President of the United States or the U.S. Office of Personnel Management for any reason, or the agency, the center or the building is closed for administrative or safety reasons, the Contractor shall follow directives issued by responsible officials concerning reporting for work.

The Contractor shall not bill the Government for any hours that contractor employees did not work due to any Government closure (e.g. applicable under a Labor Hour contract).

For on-site support at the FDA facility, unless otherwise directed, the Contractor shall adhere to standard work hours, working no more than forty (40) hours per week. If more than 40 hours per week are required, then the hours shall be billed at normal rates/straight time. Any necessary overtime shall be authorized in advance by the Contracting Officer.

CONTRACT ADMINISTRATION DATA

Contracting Officer Representative (COR)

Thomas Lamb, Contracting Officer's Representative (COR)

Email: Thomas.Lamb@fda.hhs.gov

The contact information for the FDA Contracting Officer is the following:

Contracting Officer:

Madeline Bryant, Contracting Officer (CO)

Email: Madeline.Bryant@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 direct or negotiate any changes in the order, including modifying or extending the period of performance, changing the delivery schedule, and authorizing reimbursement to the Contractor for any costs incurred during the performance of their contracts.

The contact information for the FDA Contract Specialist is the following:

Janice Heard
U.S. Food and Drug Administration
Office of Acquisitions and Grants Services
4041 Powder Mill Road,
Beltsville, MD 20705
Telephone: (301) 796-0827
Email: Janice.Heard@fda.hhs.gov.

Invoice Instructions

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. 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.

1. Registration emails are sent via email from ipp.noreply@mail.eroc.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.
2. 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.
3. If your company is already registered to use IPP, you will not be required to re-register.
4. 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.

CONTRACT CLAUSES

FAR and HHSAR 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.

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)

References: FAR clauses can be viewed in full text at: FAR: <https://www.acquisition.gov/>

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

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

FAR 52.212-4, Contract Terms and Conditions - Commercial Products and Commercial Services (Dec 2022)

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

FAR 52.232-40 – Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)

FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021)

52.212-5 - Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (Jun 2023)

(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) [52.232-40](#), Providing Accelerated Payments to *Small Business Subcontractors* (Mar 2023) ([31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)).

(6) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).

(7) [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*:

[*Contracting Officer check as appropriate.*]

(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. 4655](#)).

(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) [52.204-27](#), Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(9) [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](#)).

(10) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ([41 U.S.C. 2313](#)).

(11) [Reserved].

(12) [52.219-3](#), Notice of *HUBZone* Set-Aside or Sole-Source Award (Oct 2022) ([15 U.S.C. 657a](#)).

(13) [52.219-4](#), Notice of Price Preference for *HUBZone* Small Business Concerns (Oct 2022) (if the *offeror* elects to waive the preference, it *shall* so indicate in its *offer*) ([15 U.S.C. 657a](#)).

(14) [Reserved]

__ (15)

(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](#).

__ (16)

(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](#).

__ (17) [52.219-8](#), Utilization of Small Business Concerns (Oct 2022) ([15 U.S.C. 637\(d\)\(2\)](#)

and (3)).

__ (18)

(i) [52.219-9](#), Small Business Subcontracting Plan (Oct 2022) ([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](#).

__ (19)

(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](#).

__ (20) [52.219-14](#), Limitations on Subcontracting (Oct 2022) ([15 U.S.C. 637s](#)).

__ (21) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Sep 2021) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

__ (22) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Oct 2022) ([15 U.S.C. 657f](#)).

__ (23)

(i) [52.219-28](#), Post Award Small Business Program Representation (Mar 2023) ([15 U.S.C. 632\(a\)\(2\)](#)).

__ (ii) *Alternate I* (Mar 2020) of [52.219-28](#).

__ (24) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged *Women-Owned Small Business Concerns* (Oct 2022) ([15 U.S.C. 637\(m\)](#)).

__ (25) [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 (Oct 2022) ([15 U.S.C. 637\(m\)](#)).

__ (26) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) ([15 U.S.C. 644](#)

(r).

__ (27) [52.219-33](#), Nonmanufacturer Rule (Sep 2021) ([15U.S.C. 637](#)

(a)(17)).

X (28) [52.222-3](#), Convict Labor (Jun 2003) (E.O.11755).

__ (29) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Dec 2022) (E.O.13126).

X (30) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

__ (31)

(i) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O.11246).

__ (ii) *Alternate I* (Feb 1999) of [52.222-26](#).

__ (32)

(i) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).

__ (ii) *Alternate I* (Jul 2014) of [52.222-35](#).

__ (33)

(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](#).

__ (34) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).

__ (35) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

__ (36)

(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).

__ (37) [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](#).)

__ (38)

(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.)

__ (39) [52.223-11](#), *Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons* (Jun 2016) (E.O. 13693).

__ (40) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

__ (41)

(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](#).

__ (42)

(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](#).

__ (43) [52.223-15](#), Energy Efficiency in Energy-Consuming *Products* (*May 2020*) ([42 U.S.C. 8259b](#)).

__ (44)

(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 (45) [52.223-18](#), *Encouraging Contractor Policies to Ban Text Messaging While Driving* (Jun 2020) (E.O. 13513).

__ (46) [52.223-20](#), *Aerosols* (Jun 2016) (E.O. 13693).

__ (47) [52.223-21](#), *Foams* (Jun 2016) (E.O. 13693).

__ (48)

(i) [52.224-3](#) *Privacy Training* (Jan 2017) (5 U.S.C. 552 a).

__ (ii) *Alternate I* (Jan 2017) of [52.224-3](#).

__ (49)

(i) [52.225-1](#), *Buy American-Supplies* (Oct 2022) ([41 U.S.C. chapter 83](#)).

__ (ii) *Alternate I* (Oct 2022) of [52.225-1](#).

__ (50)

(i) [52.225-3](#), *Buy American-Free Trade Agreements-Israeli Trade Act* (Dec 2022) ([19 U.S.C. 3301 note](#), [19 U.S.C. 2112 note](#), [19 U.S.C. 3805 note](#), [19 U.S.C. 4001 note](#), 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 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* [Reserved].

__ (iii) *Alternate II* (Dec 2022) of [52.225-3](#).

__ (iv) *Alternate III* (Jan 2021) of [52.225-3](#).

__ (v) *Alternate IV* (Oct 2022) of [52.225-3](#).

__ (51) [52.225-5](#), *Trade Agreements* (Dec 2022) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

X (52) [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).

__ (53) [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. Subtitle A, Part V, Subpart G Note).

__ (54) [52.226-4](#), Notice of Disaster or *Emergency Area Set-Aside* (Nov 2007) ([42 U.S.C. 5150](#)).

__ (55) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or *Emergency Area* (Nov2007) ([42 U.S.C. 5150](#)).

__ (56) [52.229-12](#), Tax on Certain Foreign *Procurements* (Feb 2021).

__ (57) [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. 3805](#)).

__ (58) [52.232-30](#), Installment Payments for *Commercial Products* and *Commercial Services* (Nov 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).

X (59) [52.232-33](#), Payment by *Electronic Funds Transfer-System for Award Management* (Oct2018) ([31 U.S.C. 3332](#)).

__ (60) [52.232-34](#), Payment by *Electronic Funds Transfer-Other than System for Award Management* (Jul 2013) ([31 U.S.C. 3332](#)).

__ (61) [52.232-36](#), Payment by Third Party (*May* 2014) ([31 U.S.C. 3332](#)).

__ (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 (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*:

[Contracting Officer check as appropriate.]

___ (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) [52.204-27](#), Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(vi) [52.219-8](#), Utilization of Small Business Concerns (Oct 2022) ([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.

(vii) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

(viii) [52.222-26](#), Equal Opportunity (Sep 2015) (E.O.11246).

(ix) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).

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

- (xi) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- (xii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (xiii) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).
- (xiv)
- (A) [52.222-50](#), Combating Trafficking in Persons (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](#)).
- (xv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (*May* 2014) ([41 U.S.C. chapter 67](#)).
- (xvi) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (*May* 2014) ([41 U.S.C. chapter 67](#)).
- (xvii) [52.222-54](#), Employment Eligibility Verification (*May* 2022) (E.O. 12989).
- (xviii) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
- (xix) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
- (xx)
- (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).
- (B) *Alternate I* (Jan 2017) of [52.224-3](#).
- (xxi) [52.225-26](#), Contractors Performing Private Security Functions Outside the *United States* (Oct 2016) (Section 862, as amended, of the *National Defense* Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- (xxii) [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](#).
- (xxiii) [52.232-40](#), Providing Accelerated Payments to *Small Business Subcontractors* (Mar 2023) ([31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)). Flow down required in accordance with paragraph (c) of [52.232-40](#).

(xxiv) [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.

(End of clause)

Alternate I (Feb 2000). As prescribed in [12.301](#) (b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause".

Alternate II (Jun 2023). As prescribed in [12.301](#) (b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8 G of the Inspector General Act of 1978 ([5 U.S.C. App.](#)), or an authorized representative of either of the foregoing officials *shall* have access to and right to—

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for *commercial products* or *commercial services*, other than—

(i) *Paragraph (d) of this clause*. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) *Those clauses listed in this paragraph (e)(1)*. Unless otherwise indicated below, the extent of the flow down *shall* be as required by the clause-

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

(B) [52.203-15](#), Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).

(C) [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).

(D) [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).

(E) [52.204-27](#), Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(F) [52.219-8](#), Utilization of Small Business Concerns (Oct 2022) ([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.

(G) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

(H) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O. 11246).

(I) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).

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

(K) [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](#).

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

(M) ___ (1) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ([22 U.S.C. chapter 78](#) and E.O 13627).

___ (2) *Alternate I* (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78 and E.O. 13627](#)).

(N) [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](#)).

(O) [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](#)).

(P) [52.222-54](#), Employment Eligibility Verification (*May* 2022) (Executive Order 12989).

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

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

(S) __ (1) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

__ (2) *Alternate I* (Jan 2017) of [52.224-3](#).

(T) [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. Subtitle A, Part V, Subpart G Note).

(U) [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.

(V) [52.232-40](#), Providing Accelerated Payments to *Small Business Subcontractors* (MAR 2023) ([31 U.S.C. 3903](#)

and [10 U.S.C. 3801](#)). Flow down required in accordance with paragraph (c) of [52.232-40](#).

(W) [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.

FAR Provisions

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

52.204–26 Covered Telecommunications Equipment or Services—Representation. (Oct 2020)

(a) Definitions. As used in this provision, ‘covered telecommunications equipment or services’ has the meaning provided in the clause 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) 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”.

(c) Representation. The Offeror represents that it [] does, [] 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.

(End of provision)

52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (Mar 2023)

Instructions to *Offerors*—*Commercial Products* and *Commercial Services* (Mar 2023)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code(s) and small business size standard(s) for this *acquisition* appear elsewhere in the *solicitation*. However, the small business size standard for a concern that submits an *offer*, other than on a *construction* or service *acquisition*, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for *information technology* value-added resellers under NAICS code 541519, if the *acquisition*—

- (1) Is set aside for small business and has a value above the *simplified acquisition threshold*;
- (2) Uses the *HUBZone* price evaluation preference regardless of dollar value, unless the *offeror* waives the price evaluation preference; or
- (3) Is an 8(a), *HUBZone*, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b) *Submission of offers.* Submit signed and dated *offers* to the office specified in this *solicitation* at or before the exact time specified in this *solicitation*. *Offers may* be submitted on the [SF 1449](#)

, letterhead stationery, or as otherwise specified in the *solicitation*. As a minimum, *offers must* show—

- (1) The *solicitation* number;
- (2) The time specified in the *solicitation* for receipt of *offers*;
- (3) The name, address, and telephone number of the *offeror*;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the *solicitation*. This *may* include product literature, or other documents, if necessary;
- (5) Terms of any express *warranty*;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at Federal *Acquisition* Regulation (FAR) [52.212-3](#) (see FAR [52.212-3](#)(b) for those representations and certifications that the *offeror shall* complete electronically);
- (9) Acknowledgment of *Solicitation* Amendments;

(10) *Past performance* information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the *offer* is not submitted on the [SF 1449](#), include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the *solicitation*. *Offers* that fail to furnish required representations or information, or reject the terms and conditions of the *solicitation* may be excluded from consideration.

(c) *Period for acceptance of offers*. The *offeror* agrees to hold the prices in its *offer* firm for 30 calendar days from the date specified for receipt of *offers*, unless another time period is specified in an addendum to the *solicitation*.

(d) *Product samples*. When required by the *solicitation*, product samples *shall* be submitted at or prior to the time specified for receipt of *offers*. Unless otherwise specified in this *solicitation*, these samples *shall* be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers*. *Offerors* are encouraged to submit multiple *offers* presenting alternative terms and conditions, including alternative *line items* (provided that the alternative *line items* are consistent with FAR [subpart 4.10](#)), or alternative *commercial products* or *commercial services* for satisfying the requirements of this *solicitation*. Each *offer* submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of *offers*.

(1) *Offerors* are responsible for submitting *offers*, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the *solicitation* by the time specified in the *solicitation*. If no time is specified in the *solicitation*, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that *offers* or revisions are due.

(2)

(i) Any *offer*, modification, revision, or withdrawal of an *offer* received at the Government office designated in the *solicitation* after the exact time specified for receipt of *offers* is "late" and will not be considered unless it is received before award is made, the *Contracting Officer* determines that accepting the late *offer* would not unduly delay the *acquisition*; and-

(A) If it was transmitted through an *electronic commerce* method authorized by the *solicitation*, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working *day* prior to the date specified for receipt of *offers*; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of *offers* and was under the Government's control prior to the time set for receipt of *offers*; or

(C) If this *solicitation* is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful *offer*, that makes its terms more favorable to the Government, will be considered at any time it is received and *may* be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the *offer* wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an *emergency* or unanticipated event interrupts normal Government processes so that *offers* cannot be received at the Government office designated for receipt of *offers* by the exact time specified in the *solicitation*, and urgent Government requirements preclude amendment of the *solicitation* or other notice of an extension of the closing date, the time specified for receipt of *offers* will be deemed to be extended to the same time of *day* specified in the *solicitation* on the first work *day* on which normal Government processes resume.

(5) *Offers may* be withdrawn by written notice received at any time before the exact time set for receipt of *offers*. Oral *offers* in response to oral *solicitations may* be withdrawn orally. If the *solicitation* authorizes facsimile *offers*, *offers may* be withdrawn via facsimile received at any time before the exact time set for receipt of *offers*, subject to the conditions specified in the *solicitation* concerning facsimile *offers*. An *offer may* be withdrawn in person by an *offeror* or its authorized representative if, before the exact time set for receipt of *offers*, the identity of the person requesting withdrawal is established and the person signs a receipt for the *offer*.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate *offers* and award a contract without discussions with *offerors*. Therefore, the *offeror's* initial *offer should* contain the *offeror's* best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the *Contracting Officer* to be necessary. The Government *may* reject any or all *offers* if such action is in the public interest; accept other than the lowest *offer*; and waive informalities and minor irregularities in *offers* received.

(h) *Multiple awards*. The Government *may* accept any item or group of items of an *offer*, unless the *offeror* qualifies the *offer* by specific limitations. Unless otherwise provided in the Schedule, *offers may* not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the *offeror* specifies otherwise in the *offer*.

(i) Availability of requirements documents cited in the *solicitation*.

(1)

(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this *solicitation may* be obtained for a fee by submitting a request to-

GSA Federal Supply Service Specifications Section
Suite 8100 470 East L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this *solicitation*, a single copy of specifications, standards, and commercial item descriptions cited in this *solicitation* may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards *may* be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>).

(ii) Quick Search (<http://quicksearch.dla.mil/>).

(3) Documents not available from ASSIST *may* be ordered from the Department of Defense Single Stock Point (DoDSSP) by-

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST;
or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards *must* be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Unique entity identifier.* (Applies to all *offers* that exceed the *micro-purchase threshold*, and *offers* at or below the *micro-purchase threshold* if the *solicitation* requires the Contractor to be *registered in the System for Award Management (SAM)*.) The *Offeror* shall enter, in the block with its name and address on the cover page of its *offer*, the annotation "*Unique Entity Identifier*" followed by the *unique entity identifier* that identifies the *Offeror's* name and address. The *Offeror* also shall enter its *Electronic Funds Transfer (EFT) indicator*, if applicable. The EFT indicator is a four-character suffix to the *unique entity identifier*. The suffix is assigned at the discretion of the *Offeror* to establish additional SAM records for identifying alternative EFT accounts (see FAR [subpart 32.11](#)) for the same entity. If the *Offeror* does not have a *unique entity identifier*, it should contact the entity designated at www.sam.gov

for *unique entity identifier* establishment directly to obtain one. The *Offeror* should indicate that it is an *offeror* for a Government contract when contacting the entity designated at www.sam.gov

for establishing the *unique entity identifier*.

(k) [Reserved]

(l) *Debriefing*. If a post-award debriefing is given to requesting *offerors*, the Government *shall* disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed *offeror's offer*.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed *offeror* and *past performance* information on the debriefed *offeror*.

(3) The overall ranking of all *offerors*, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For *acquisitions of commercial products*, the make and model of the product to be delivered by the successful *offeror*.

(6) Reasonable responses to relevant questions posed by the debriefed *offeror* as to whether source-selection procedures set forth in the *solicitation*, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.212-3 Offeror Representations and Certifications—Commercial Products and Commercial Services (Dec 2022)

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.

(a) *Definitions*. As used in this provision—

"Covered telecommunications equipment or services" has the meaning provided in the clause [52.204-25](#), Prohibition on *Contracting* for Certain Telecommunications and Video Surveillance Services or Equipment.

Economically disadvantaged women-owned small business (EDWOSB) concern means a *small business concern* that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the *United States* and who are economically disadvantaged in accordance with [13](#)

[CFR part 127](#), and the concern is certified by SBA or an approved third-party certifier in accordance with [13 CFR 127.300](#). It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not *offer* himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an *immediate owner* of the *offeror*, or that owns or controls one or more entities that control an *immediate owner* of the *offeror*. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the *offeror*, that has direct control of the *offeror*. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation, means a foreign incorporated entity that meets the definition of an *inverted domestic corporation* under [6 U.S.C. 395](#)

(b), applied in accordance with the rules and definitions of [6 U.S.C. 395](#)

(c).

Manufactured end product means any *end product* in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural *Supplies*;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal *Products*, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry *Products*;
- (8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an *end product* is assembled out of *components*, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the *place of manufacture*.

Predecessor means an entity that is replaced by a *successor* and includes any *predecessors* of the *predecessor*.

Reasonable inquiry has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). *Restricted business operations* do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended. "*Sensitive technology*"—

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International *Emergency Economic Powers Act* (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern—

(1) Means a *small business concern*—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101](#)

(2), with a disability that is service connected, as defined in [38 U.S.C. 101](#)

(16).

Small business concern—

(1) Means a concern, including its *affiliates*, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in [13 CFR part 121](#) and size standards in this *solicitation*.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a *small business concern* under the size standard applicable to the *acquisition*, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the *United States*; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Subsidiary means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another *subsidiary* of a parent corporation

Successor means an entity that has replaced a *predecessor* by acquiring the assets and carrying out the affairs of the *predecessor* under a new name (often through *acquisition* or merger). The term "*successor*" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the *successor* for the liabilities of the *predecessor* may vary, depending on State law and specific circumstances.

Veteran-owned small business concern means a *small business concern*—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women

Women-owned small business concern means a *small business concern*—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with [13 CFR part 127](#)), means a *small business concern* that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the *United States*, and the concern is certified by SBA or an approved third-party certifier in accordance with [13 CFR 127.300](#).

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the *Offeror* in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The *offeror* has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the *Offeror* verifies by submission of this *offer* that the representations and certifications currently posted electronically at FAR [52.212-3](#), *Offeror Representations and Certifications-Commercial Products and Commercial Services*, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this *solicitation* (including the business size standard(s) applicable to the NAICS code(s) referenced for this *solicitation*), at the time this *offer* is submitted and are incorporated in this *offer* by reference (see FAR [4.1201](#)), except for paragraphs ___.

[*Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.*

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) *Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied [part 19](#) in accordance with [19.000\(b\)\(1\)\(ii\)](#). Check all that apply.*

(1) *Small business concern.* The *offeror* represents as part of its *offer* that—

(i) It is, is not a *small business concern*; or

(ii) It is, is not a small business joint venture that complies with the requirements of [13 CFR 121.103\(h\)](#) and [13 CFR 125.8\(a\)](#) and [\(b\)](#)

. [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:*
_____.]

(2) *Veteran-owned small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The *offeror* represents as part of its *offer* that it is, is not a *veteran-owned small business concern*.

(3) *Service-disabled veteran-owned small business concern.* [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.*] The *offeror* represents as part of its *offer* that—

(i) It is, is not a *service-disabled veteran-owned small business concern*; or

(ii) It is, is not a joint venture that complies with the requirements of [13 CFR 125.18\(b\)\(1\)](#)

and [\(2\)](#). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.*] Each *service-disabled veteran-owned small business concern* participating in the joint venture shall provide representation of its *service-disabled veteran-owned small business concern* status.

(4) *Small disadvantaged business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, that it is, is not a *small disadvantaged business concern* as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it is, is not a *women-owned small business concern*.

(6) *WOSB joint venture eligible under the WOSB Program*. The offeror represents that it is, is not a joint venture that complies with the requirements of [13 CFR 127.506\(a\)](#) through [\(c\)](#). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.*]

(7) *Economically disadvantaged women-owned small business (EDWOSB) joint venture*. The offeror represents that it is, is not a joint venture that complies with the requirements of [13 CFR 127.506\(a\)](#) through [\(c\)](#). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.*]

(8) *Women-owned business concern (other than small business concern)*. [*Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it is a *women-owned business concern*.

(9) *Tie bid priority for labor surplus area concerns*. If this is an invitation for bid, small business offerors may identify the *labor surplus areas* in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(10) *HUBZone small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that—

(i) It is, is not a *HUBZone small business concern* listed, on the date of this representation, as having been certified by SBA as a *HUBZone small business concern* in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of *HUBZone* residents of 35 percent of its employees during performance of a *HUBZone contract* (see [13 CFR 126.200\(e\)\(1\)](#)); and

(ii) It is, is not a *HUBZone* joint venture that complies with the requirements of [13 CFR 126.616\(a\)](#) through [\(c\)](#). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.*] Each *HUBZone* small business concern participating in the *HUBZone* joint venture shall provide representation of its *HUBZone* status.

(d) Representations required to implement provisions of Executive Order 12466-

(1) Previous contracts and compliance. The *offeror* represents that-

(i) It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this *solicitation*; and

(ii) It has, has not filed all required compliance reports.

(2) *Affirmative Action Compliance*. The *offeror* represents that-

(i) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 <http://uscode.house.gov/>*

U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its *offer*, the *offeror* certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the *offeror* with respect to this contract, the *offeror shall* complete and submit, with its *offer*, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The *offeror* need not report regularly employed officers or employees of the *offeror* to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal *Acquisition* Regulation (FAR) [52.225-1](#), Buy American-Supplies, is included in this *solicitation*.)

(1)

(i) The *Offeror* certifies that each *end product* and that each domestic *end product* listed in paragraph (f)(3) of this provision contains a critical *component*, except those listed in paragraph (f)(2) of this provision, is a domestic *end product*.

(ii) The *Offeror shall* list as foreign *end products* those *end products* manufactured in the *United States* that do not qualify as domestic *end products*. For those foreign *end products* that do not consist wholly or predominantly of iron or steel or a combination of both, the *Offeror shall* also indicate whether these foreign *end products* exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select “no”.

(iii) The *Offeror shall* separately list the *line item numbers* of domestic *end products* that contain a critical *component* (see FAR 25.105).

(iv) The terms “*commercially available off-the-shelf (COTS) item,*” “*critical component,*” “*domestic end product,*” “*end product,*” “*foreign end product,*” and “*United States*” are defined in the clause of this *solicitation* entitled “Buy American-Supplies.”

(2) Foreign *End Products*:

<i>Line Item No.</i>	<i>Country of Origin</i>	<i>Exceeds 55% domestic content (yes/no)</i>
_____	_____	_____
_____	_____	_____
_____	_____	_____

[*List as necessary*]

(3) Domestic *end products* containing a critical *component*:

Line Item No. ____

[*List as necessary*]

(4) The Government will evaluate *offers* in accordance with the policies and procedures of FAR [part 25](#).

(g)

(1) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act, is included in this *solicitation*.)

(i)

(A) The *Offeror* certifies that each *end product*, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic *end product* and that each domestic *end product* listed in paragraph (g)(1)(iv) of this provision contains a critical *component*.

(B) The terms “*Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,*” “*commercially available off-the-shelf (COTS) item,*” “*critical component,*” “*domestic end*”

product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(ii) The *Offeror* certifies that the following *supplies* are Free Trade Agreement country *end products* (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian *end products*) or Israeli *end products* as defined in the clause of this *solicitation* entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

Free Trade Agreement Country *End Products* (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian *End Products*) or *Israeli End Products*:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The *Offeror shall* list those *supplies* that are foreign *end products* (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this *solicitation* entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The *Offeror shall* list as other foreign *end products* those *end products* manufactured in the *United States* that do not qualify as domestic *end products*. For those foreign *end products* that do not consist wholly or predominantly of iron or steel or a combination of both, the *Offeror shall* also indicate whether these foreign *end products* exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

Other Foreign End Products:

Line Item No. Country of Origin Exceeds 55% domestic content (yes/no)

_____	_____	_____
_____	_____	_____

[List as necessary]

(iv) The *Offeror shall* list the *line item numbers* of domestic *end products* that contain a critical *component* (see FAR [25.105](#)).

Line Item No. _____

[List as necessary]

(v) The Government will evaluate *offers* in accordance with the policies and procedures of FAR [part 25](#).

(2) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II*. If *Alternate II* to the clause at FAR [52.225-3](#) is included in this *solicitation*, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The *offeror* certifies that the following *supplies* are Israeli *end products* as defined in the clause of this *solicitation* entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Israeli End Products:

Line Item No.

[*List as necessary*]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III*. If *Alternate III* to the clause at [52.225-3](#) is included in this *solicitation*, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The *offeror* certifies that the following *supplies* are Free Trade Agreement country *end products* (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian *end products*) or Israeli *end products* as defined in the clause of this *solicitation* entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country *End Products* (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian *End Products*) or Israeli *End Products*:

Line Item No. ***Country of Origin***

[*List as necessary*]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this *solicitation*.)

(i) The *offeror* certifies that each *end product*, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country *end product*, as defined in the clause of this *solicitation* entitled "Trade Agreements."

(ii) The *offeror shall* list as other *end products* those *end products* that are not U.S.-made or designated country *end products*.

Other End Products:

<i>Line Item No.</i>	<i>Country of Origin</i>
_____	_____
_____	_____
_____	_____

[*List as necessary*]

(iii) The Government will evaluate *offers* in accordance with the policies and procedures of FAR [part 25](#). For *line items* covered by the WTO GPA, the Government will evaluate *offers* of U.S.-made or designated country *end products* without regard to the restrictions of the Buy American statute. The Government will consider for award only *offers* of U.S.-made or designated country *end products* unless the *Contracting Officer* determines that there are no *offers* for such *products* or that the *offers* for such *products* are insufficient to fulfill the requirements of the *solicitation*.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the *simplified acquisition threshold*.) The *offeror* certifies, to the best of its knowledge and belief, that the *offeror* and/or any of its principals—

(1) Are, are not presently debarred, suspended, proposed for *debarment*, or declared *ineligible* for the award of contracts by any *Federal agency*;

(2) Have, have not, within a three-year period preceding this *offer*, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of *offers*; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) Have, have not, within a three-year period preceding this *offer*, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at [9.104-5\(a\)\(2\)](#) for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. *Should* the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. *Should* the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror does does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4\(c\)\(2\)\(ii\)](#)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The *offeror* does does not certify that-

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the *offeror* (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4\(d\)\(2\)\(iii\)](#));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the *offeror* does not certify to the conditions in paragraph (k)(1) or (k)(2) and the *Contracting Officer* did not attach a Service Contract Labor Standards wage determination to the *solicitation*, the *offeror shall* notify the *Contracting Officer* as soon as possible; and

(ii) The *Contracting Officer may* not make an award to the *offeror* if the *offeror* fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the *Contracting Officer* as required in paragraph (k)(3)(i) of this clause.

(1) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the *offeror* is required to provide this information to the SAM to be eligible for award.)

(1) All *offerors must* submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\) and 3325\(d\)](#), reporting requirements of [26 U.S.C. 6041, 6041A, and 6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN *may* be used by the Government to collect and report on any delinquent amounts arising out of the *offeror's* relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder *may* be matched with IRS records to verify the accuracy of the *offeror's* TIN.

(3) *Taxpayer Identification Number (TIN)*.

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the *United States* and does not have an office or place of business or a fiscal paying agent in the *United States*;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its *offer*, the *offeror* certifies that the *offeror* does not conduct any *restricted business operations* in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an *inverted domestic corporation*, or a *subsidiary* of an *inverted domestic corporation*, unless the exception at [9.108-2\(b\)](#) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

(2) *Representation*. The *Offeror* represents that—

(i) It is, is not an *inverted domestic corporation*; and

(ii) It is, is not a *subsidiary* of an *inverted domestic corporation*.

(o) Prohibition on *contracting* with entities engaging in certain activities or transactions relating to Iran.

(1) The *offeror* shall e-mail questions concerning *sensitive technology* to the Department of State at CISADA106@state.gov.

(2) *Representation and Certifications*. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its *offer*, the *offeror*—

(i) Represents, to the best of its knowledge and belief, that the *offeror* does not export any *sensitive technology* to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the *offeror*, or any person owned or controlled by the *offeror*, does not engage in any activities for which sanctions *may* be imposed under section 5 of the Iran Sanctions Act; and (iii) Certifies that the *offeror*, and any person owned or controlled by the *offeror*, does not knowingly engage in any transaction that exceeds the threshold at FAR [25.703-2\(a\)\(2\)](#) with Iran's Revolutionary Guard Corps or any of its officials, agents, or *affiliates*, the property and interests in property of which are blocked pursuant to the International *Emergency* Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This *solicitation* includes a trade agreements certification (e.g., [52.212-3\(g\)](#) or a comparable agency provision); and

(ii) The *offeror* has certified that all the offered *products* to be supplied are designated country *end products*.

(p) *Ownership or Control of Offeror*. (Applies in all *solicitations* when there is a requirement to be registered in SAM or a requirement to have a *unique entity identifier* in the *solicitation*).

(1) The *Offeror* represents that it has or does not have an *immediate owner*. If the *Offeror* has more than one *immediate owner* (such as a joint venture), then the *Offeror shall* respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the *Offeror* indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a "doing business as" name)

Is the *immediate owner* owned or controlled by another entity: Yes or No.

(3) If the *Offeror* indicates "yes" in paragraph (p)(2) of this provision, indicating that the *immediate owner* is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a "doing business as" name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered *suspension* or *debarment* of the corporation and made a determination that *suspension* or *debarment* is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the *conviction*, unless an agency has considered *suspension* or *debarment* of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The *Offeror* represents that—

(i) It is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror*. (Applies in all *solicitations* that include the provision at [52.204-16](#), Commercial and Government Entity Code Reporting.)

(1) The *Offeror* represents that it is or is not a *successor* to a *predecessor* that held a Federal contract or grant within the last three years.

(2) If the *Offeror* has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all *predecessors* that held a Federal contract or grant within the last three years (if more than one *predecessor*, list in reverse chronological order):

Predecessor CAGE code: (or mark "Unknown").

Predecessor legal name: _____.

(Do not use a "doing business as" name).

(s) [Reserved].

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals*. Applies in all *solicitations* that require *offerors* to register in SAM ([12.301](#)(d)(1)).

(1) This representation *shall* be completed if the *Offeror* received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the *Offeror* received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [*Offeror* to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The *Offeror* (itself or through its *immediate owner* or *highest-level owner*) does, does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The *Offeror* (itself or through its *immediate owner* or *highest-level owner*) does, does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the *Offeror's* own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the *Offeror* checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the *Offeror shall* provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported: _____.

(u)

(1) In accordance with 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), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (*Classified Information* Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of *classified information*.

(3) *Representation*. By submission of its *offer*, the *Offeror* represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (*e.g.*, agency Office of the Inspector General).

(v) *Covered Telecommunications Equipment or Services-Representation*. Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.

(1) 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".

(2) The *Offeror* represents that—

(i) It does, 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.

(ii) After conducting a *reasonable inquiry* for purposes of this representation, that it does, does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

**DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION
REGULATION (HHSAR) (48 CFR CHAPTER 3) CONTRACT CLAUSES**

Clause	Title	Date
352.203-70	Anti-Lobbying	Dec 2015
352.224-70	Privacy Act	Dec 2015
352.224-71	Confidential Information	Dec 2015
352.233-71	Litigation and Claims	Dec 2015
352.237-74	Non-Discrimination in Service Delivery	Dec 2015
352.239-74	Electronic and Information Technology Accessibility Notice	Dec 2015

HHSAR Clauses can be viewed in full text at: <https://www.acquisition.gov/hhsar>

HHSAR Provisions:

Provision	Title	Date
352.239-73	Electronic Information and Technology Accessibility Notice	Dec 2015

GENERAL EVALUATION INFORMATION

BASIS FOR AWARD:

The basis for award is Lowest Price Technically Acceptable (LPTA). The Food and Drug Administration intends to award this order without clarification or discussions with Vendors, so each Vendor is encouraged to submit its best and final quote. Additional Federal discounts are highly encouraged.

The Food and Drug Administration will evaluate quotes for technical acceptability based on the requirements specified in the RFQ. Quotes not meeting the requirements of this RFQ will result in a rating of technically unacceptable and will not be considered for award.

The Government will evaluate the overall price and will verify that the prices are accurate. Moreover, the Government will verify the mathematical accuracy of the total price computation.

INSTRUCTIONS TO THE OFFEROR

1. Quoters shall submit a complete pricing for all products listed in this RFQ. Partial quotes will not be considered. Incomplete pricing or pricing with omissions may not be considered for award.
2. We are requesting utilization of your GSA Federal Schedule contract pricing, if applicable. A price reduction is hereby requested from you GSA Federal Supply Schedule contract. You must indicate any discounts from the prices contained in your GSA Federal Supply Schedule contract, if offered.
3. Quotations must meet all the requirements of this solicitation in order to be considered technically acceptable.
4. All Quoters providing quotations must clearly state the overall cost to the Government.
5. Quoters shall submit all assumptions in their quotation.
6. Quoter shall be an Original Manufacturer, developer, authorized reseller and/or servicing agent of the services.
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. The Government will evaluate the quotation that it meets the requirement of the solicitation to include description, quantity, period of performance and pricing for the deliverables.
9. Quoters shall certify their quotes to be valid for 30 days

QUOTE SUBMISSION:

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. ***

QUOTES DUE: All quotes are due electronically to the Contract Specialist, Janice Heard, via email at Janice.Heard@fda.hhs.gov no later than 01:00 PM, EST, September 19, 2023

Other Quote Instructions

Macro Language

The offeror or applicant shall submit all electronic documents for Microsoft Office suite products without the use of “macros”. *When submitting proposals via email, DO NOT include .exe, .mso, or any other executable file types that could potentially trigger email security protections (i.e. email blocks, quarantine).* If the offeror or applicant submits documents that contain macros, *macro referenced files, and/or executable files*, the Government will not be able to view or open such documents and the submission will be considered non-responsive to the solicitation. No additional time will be given to an offeror or applicant to correct the document submission and the Government will not inform the offeror or applicant that their

submission is non-responsive prior to award. It is the offeror's or applicant's responsibility to ensure all electronic documents are submitted without the use of macros.