



Notice Type: Combined Synopsis/Solicitation

Subject: Request for Quotes: RFQ-120849-75F40124Q00052: Helium fill maintenance services for a Bruker 600 MHz Nuclear Magnetic Resonance (NMR) spectrometer.

Section 1

This is a combined synopsis/solicitation for commercial services implemented in accordance with the format in FAR 12.6 as supplemented with FAR 13, and additional information included in this notice. The incorporated provisions and clauses are those in effect through Federal Acquisition Circular (FAC) 2023-06.

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

The solicitation number for this acquisition is RFQ-120849-75F40124Q00052 and is being issued as a Request for Quote (RFQ). The NAICS Code is: 811210 Electronic and Precision Equipment Repair and Maintenance. The Government reserves the right to award without discussions if the Contracting Officer determines that the initial offer is providing the Best Value and discussions are not necessary.

Background.

The U. S Food & Drug Administration (FDA), Office of Testing and Research (OTR) OTR keeps a world-class regulatory laboratory resource and actively conducts research and testing projects related to the safety and efficiency of pharmaceuticals. OTR currently has a Bruker AVANCE NEO 600 MHz NMR spectrometer at CDER/OPQ/OTR/St. Louis lab, which is used to collect multidimensional high-resolution solution-state NMR spectrum for both qualitative and quantitative analysis of drug products. The spectrometer is composed with a superconducting magnet that requires a regular supply of liquid helium to keep it cold and super-conductive.

To ensure adequate liquid helium supply and proper functioning of the spectrometer, OTR requests to purchase helium fill maintenance service by Original Equipment Manufacturer (OEM) Bruker or OEM certified contractor.

Section 2. Contract Type

The Government intends to award a Firm Fixed-Price Contract.

Section 3-Description

The procurement requested here are for helium fill services which shall be provided by the OEM or OEM certified contractor.

The Offeror shall indicate if the minimum salient characteristics have been met to be considered responsive for this requirement. The requested Service Maintenance Order shall cover the below requirements:

3.1 Service Requirements:

- A) Helium fill service should cover the period of 12 months from date of order, for the instrument Bruker NEO 600 MHz spectrometer AVANCE 600/54 Ascend ULH, System Type: AV4600, System ID: 10277811.
- B) The Contractor shall provide liquid helium and fill the instrument with 160 L of helium, twice a year. Each fill service shall increase the liquid helium level from 50% to 100% of the tank capacity. The Office of Testing Research (OTR) TPOC will check the helium level of the instrument and request a filling date when the helium level is about 55%. The Contractor shall provide the fill service within 5 days upon request of fill service. Proposed filling dates: Jan 2024 and six months later or when the level is about 55%.
- C) The Contractor shall be OEM or an OEM certified contractor to conduct the service of filling the liquid helium in the equipment. A copy of OEM memorandum or OEM authorized certification shall be submitted as part of the offer.
- D) The OEM or OEM certified contractor shall have technical expertise to respond to a quench. A quench may occur during the helium fill service in which case the magnet loses magnetic properties rendering the NMR not functional. If such an event occurs, the Contractor shall be responsible for returning the magnet to performance levels that were attained prior to the quench under the scope of this agreement.
- E) For every fill service conducted, the Contractor shall provide a service report to the TPOC for signature. The report shall indicate the helium levels before and after each fill service. Service Records and Reports: The Contractor shall, commensurate with the completion of each service call, provide the end user of the equipment with a copy of the field service report/ticket identifying the equipment name, manufacturer, model number, and indicate the helium levels before and after each fill service. If additional service is provided due to a quench, a detailed description of the work performed, the test instruments or other equipment used to affect the repair or otherwise perform the service, the name(s) and contact information of the technician who performed the repair/service, and for information purposes, on-site hours expended, and parts/components replaced.
- F) The fill maintenance service shall be performed during the 12-month period with all travel, labor, and parts included.
- G) The Contractor shall guarantee technical support Monday through Friday (excluding Federal Holidays) 8:00AM – 5:00PM Eastern Time.
- H) Trouble-shooting capabilities based on complete knowledge of the entire instrument system, immediate access to certified replacement parts, and immediate access to improvements and new procedures provided by the OEM.
- I) Service shall be provided by service engineers who are trained and certified by the manufacturer: BRUKER. of the instrument. Service provider should have access to the manufacturer's latest technical developments, repair procedures, application updates, diagnostic software, and planned maintenance procedures. All labor, travel costs, and service parts, including consumable parts required for repair shall be covered.
- J) Respond to requests for emergency on-site service and/or non-emergency requests (Monday-Friday, excluding vendor and Federal holidays) within 24 hours.
- K) Repair work that is not covered by the Maintenance/Support Agreement is not to be initiated by the vendor unless the Government has given the vendor proper

authorization.

- L) The Contractor shall demonstrate the ability to provide services to instrument system with a high degree of quality control as evidenced by other customers using similar services for the instrument systems with similar technical demands within last three years.
- M) Contractor Facility Access: Contractor staff will be required to be escorted while in the buildings.

4) Period of Performance

ITEM	Description and Period of Performance
0001	Helium Fill Maintenance Services: Base Year:12 months
0002	Helium Fill Maintenance Services: Option Year 1:12 months
0003	Helium Fill Maintenance Services: Option Year 2:12 months
0004	Helium Fill Maintenance Services: Option Year 3:12 months
0005	Helium Fill Maintenance Services: Option Year 4:12 months

5) Contracting Officer's Technical Point of Contact (TPOC)

The TPOC is responsible for the acceptance of the items or services requested.

6) SERVICE PERFORMANCE & LOCATION

6.1 PERFORMANCE

- a) Satisfactory performance of this contract shall be deemed to occur upon performance of the work described in this requirement and upon acceptance by TPOC, of all services required.
- b) Services required by the contractor shall be F.O.B. destination to the Address/addresses listed below:

6.2 SERVICE LOCATION:

U.S. Food and Drug Administration (FDA)
Contact Information
POC-TBD
FDA/CDER/OPQ/OTR
645 S Newstead Ave.
St. Louis, MO 63110

6.3 Unless otherwise specified, services shall be rendered at the Service Location specified above, Monday through Friday (excluding Federal Holidays) between the hours of 8:00 a.m. and 5:00 p.m. EDT only. In case of emergency, and agreement on part of FDA escorting personnel, repairs can occur on federal holidays if essential.

Unless otherwise directed, the Contractor shall adhere to standard work hours, working no more than forty (40) hours per week, and observe all U.S. Government holidays. The on-site Contractor shall maintain continuous service during the hours at the facility identified above on an as-needed basis.

7) Technical Direction

A. Performance of the work under the resultant contract shall be subject to the technical direction of the TPOC. The term "technical direction" is defined to include the following:

i). Technical directions to the Contractor which shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual scope of work;

ii). Providing information to the Contractor for assistance in the interpretation of specifications, or technical portions of the work description, and

iii). Reviewing and, where required by the contract, approving of technical reports, specifications, and technical information to be delivered by the Contractor to the Government under the requirement.

B. Technical direction shall be within the general scope of work stated in the contract. The TPOC does not have the authority to, and may not, issue any technical direction which (1) constitutes an assignment of additional work outside the general scope of the contract; (2) constitutes a change as defined in the contract clause entitled "Changes, FAR 52.212 – 4 (c)." (3) in any manner causes an increase or decrease in the total contract price; or (4) changes any of the expressed terms, conditions, or specifications of the contract.

C. All technical directions shall be issued in writing by the TPOC or shall be confirmed by him/her in writing within five (5) working days.

D. The Contractor shall proceed promptly with the performance of technical directions duly issued by the TPOC in the manner prescribed by this clause and within his/her authority under the provisions of this clause.

E. If, in the opinion of the Contractor, any instruction or direction issued by the TPOC is within one of the categories as defined in B. (1) through B. (4) above, the Contractor shall not proceed but shall notify the Contracting Officer, in writing, within five (5) working days after the receipt of any such instruction or direction and shall request the Contracting Officer to modify the Contract accordingly. Upon receiving such notification from the Contractor, the Contracting Officer shall issue an appropriate contract modification or advise the Contractor, in writing, that, in his/her opinion, the technical directions are within the scope of this clause and do not constitute a change under the "Changes" clause of the contract. The Contractor shall thereupon proceed immediately with the direction given. Any failure of the parties to agree upon the nature of the instruction or direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the contract clause entitled "Disputes."

8) Contracting Officer's Authority

The Contracting Officer (CO) is the only person authorized to approve changes in any of the requirements of the statement of work. In the event the Contractor effects any changes at the direction of any person other than the CO or the TPOC the changes shall be considered to have been made without authority and no adjustment shall be made in the contract price to cover any

increase in costs incurred as a result thereof. The CO shall be the only individual authorized to accept nonconforming work, waive any requirement of the contract and modify any term or condition of the contract. The Contracting Officer is the only individual who can legally obligate Government funds.

The Contracting Officer is the only person with authority to act as agent of the Government under the Contract. Only the Contracting Officer has authority to: (1) direct or negotiate any changes in the statement of work; (2) modify or extend the period of performance; (3) change the delivery schedule; (4) authorize reimbursement to the Contractor for any costs incurred during the performance of the Contract; or (5) otherwise change any terms and conditions of the Contract.

9) Contract Clauses

Service Records and Reports: The Contractor shall, commensurate with the completion of each service call (inclusive of warranty service), provide the end-user of the equipment with a copy of a field service report/ticket identifying the equipment name, manufacturer, model number, and serial number of the equipment being serviced/repared and detailing the reason for the service call, a detailed description of the work performed, the test instruments or other equipment used to affect the repair or otherwise perform the service, the name(s) and contact information of the technician who performed the repair/service, and for information purposes, the on-site hours expended and parts/components replaced.

Certificate of Maintainability: At such time as the services of the Contractor are terminated, expire contractually or are otherwise not extended, or upon request by the Contracting Officer at any time, the Contractor shall issue, within five (5) working days, a "Certificate of Maintainability" for any or all equipment acquired and/or maintained under this contract. The certificate shall state that preventive maintenance in accordance with the specifications of the Original Equipment Manufacturer (OEM) has been performed and that the OEM (or the OEM's successor in interest) would commit that it would assume maintenance of the equipment without billing any one-time charges (including but not limited to repair or inspection charges) if such maintenance were assumed effective the day after the Contractor's performance ceases. The Contractor is responsible for bearing all costs associated with obtaining such certification at no separate charge to the Government. Should the Contractor fail to issue the required Certificate of Maintainability in accordance with this clause, or should any equipment fail to perform in accordance with the certification, the Contractor shall be liable to the Government for any reasonable costs incurred by the Government for the purpose of bringing the equipment up to the required OEM maintenance level. If equipment is acquired under this contract, without maintenance of such equipment being concurrently acquired under the contract, the Contractor shall issue a Certificate of Maintainability for such equipment at the time of delivery for each piece of equipment. The certificate shall state that the equipment is in such condition that the OEM (or the OEM's successor in interest) would commit that it would assume maintenance of the equipment without billing any charges to the Government. All charges required to, obtain the requisite performance of the equipment, up to the later of the time the equipment is accepted by the Government or the warranty expires shall be borne by the Contractor. The time the equipment is accepted by the Government is the date that the Government determines that the equipment has passed

acceptance testing, not the effective date of acceptance. The fact that the equipment may have been acquired with a warranty does not relieve the Contractor of its obligations under this clause.

GOVERNMENT HOLIDAYS

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

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

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

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

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

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

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

Disclosure of Information Contractors are reminded that information furnished under the solicitation and contract may be subject to disclosure under the Freedom of Information Act (FOIA). Therefore, all items that are confidential to business, or contain trade secrets, proprietary, or personnel information shall be clearly marked. Marking of items will not necessarily preclude disclosure when the U.S. Office of Personnel Management (OPM or The Government) determines disclosure is warranted by FOIA. However, if such items are not marked, all information contained within the submitted documents will be deemed to be releasable.

Any information made available to the Contractor by the Government shall be used only for the purpose of carrying out the provisions of the contract and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the

contract.

In performance of the contract, the Contractor assumes responsibility for protection of the confidentiality of Government records and shall ensure that all work performed by its subcontractors shall be under the supervision of the Contractor or the Contractor's responsible employees.

Each officer or employee of the Contractor or any of its subcontractors to whom any Government record may be made available or disclosed shall be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 19 U.S.C. § 641. That section provides, in pertinent part, that whoever knowingly converts to their use or the use of another, or without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine of up to \$10,000, or imprisoned up to ten years, or both.

FDA Invoicing Procedures:

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

(a) Definitions. As used in this clause—

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

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

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

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

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

- a. All Invoice submissions for goods and or services must be made electronically through the U.S. Department of Treasury's Invoice Processing Platform System (IPP).
<http://www.ipp.gov/vendors/index.htm>
- b. Invoice Submission for Payment means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in FAR 32.905(b), "Content of Invoices" and the applicable Payment clause included in this contract, or the clause 52.212-4 Contract Terms and Conditions – Commercial Items included in commercial items contracts. The IPP website address is: <https://www.ipp.gov>.
- c. (1) The Agency will enroll the Contractors new to IPP. The Contractor must follow the IPP registration email instructions for enrollment to register the Collector Account for submitting invoice requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive Registration email from the Federal Reserve Bank of St. Louis (FRBSTL) within 3 – 5 business days of the contract award for new contracts or date of modification for existing contracts.
(2) Registration emails are sent via email from ipp.noreply@mail.ero.c.twai.gov. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email to IPPCustomerSupport@fiscal.treasury.gov or phone (866) 973-3131.
(3) The Contractor POC will receive two emails from **IPP Customer Support**, the first email contains the initial administrative IPP User ID. The second email, sent within 24 hours of receipt of the first email, contains a temporary password. You must log in with the temporary password within 30 days.
(4) If your company is already registered to use IPP, you will not be required to re-register.
(5) If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment as authorized by HHSAR 332.7002, a written request must be submitted to the Contracting Officer to explain the circumstances that require the authorization of alternate payment procedures.
- d. Invoices that include time and materials or labor hours Line Items must include supporting documentation to (1) substantiate the number of labor hours invoiced for each labor category, and (2) substantiate material costs incurred (when applicable).
- e. Invoices that include cost-reimbursement Line Items must be submitted in a format showing expenditures for that month, as well as contract cumulative amounts.

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

- Direct Labor - include all persons, listing the person's name, title, number of hours worked, hourly rate, the total cost per person and a total amount for this category;
 - Indirect Costs (i.e., Fringe Benefits, Overhead, General and Administrative, Other Indirects)- show rate, base and total amount;
 - Consultants (if applicable) - include the name, number of days or hours worked, daily or hourly rate, and a total amount per consultant;
 - Travel - include for each airplane or train trip taken the name of the traveler, date of travel, destination, the transportation costs including ground transportation shown separately and the per diem costs. Other travel costs shall also be listed;
 - Subcontractors (if applicable) - include, for each subcontractor, the same data as required for the prime Contractor;
 - Other Direct Costs - include a listing of all other direct charges to the contract, i.e., office supplies, telephone, duplication, postage; and
 - Fee – amount as allowable in accordance with the Schedule and FAR 52.216-8 if applicable.
- f. Contractor is required to attach an invoice log addendum to each invoice which shall include, at a minimum, the following information for contract administration and reconciliation purposes:
- (a) list of all invoices submitted to date under the subject award, including the following:
- (1) invoice number, amount, & date submitted
 - (2) corresponding payment amount & date received
- (b) total amount of all payments received to date under the subject contract or order
- (c) and, for definitized contracts or orders only, total estimated amounts yet to be invoiced for the current, active period of performance.
- g. Payment of invoices will be made based upon acceptance by the Government of the entire task or the tangible product deliverable(s) invoiced. Payments shall be based on the Government certifying that satisfactory services were provided, and the Contractor has certified that labor charges are accurate.
- h. If the services are rejected for failure to conform to the technical requirements of the task order, or any other contractually legitimate reason, the Contractor shall not be paid, or shall be paid an amount negotiated by the CO.
- i. Payment to the Contractor will not be made for temporary work stoppage due to circumstances beyond the control of U.S. Food and Drug Administration such as acts of

God, inclement weather, power outages, and results thereof, or temporary closings of facilities at which Contractor personnel are performing. This may, however, be justification for excusable delays.

- j. The Contractor agrees that the submission of an invoice to the Government for payment is a certification that the services for which the Government is being billed, have been delivered in accordance with the hours shown on the invoices, and the services are of the quality required for timely and successful completion of the effort.
- k. Questions regarding invoice payments that cannot be resolved by the IPP Helpdesk should be directed to the FDA Employee Resource and Information Center (ERIC) Helpdesk at 301-827-ERIC (3742) or toll-free 866-807-ERIC (3742); or, by email at ERIC@fda.hhs.gov. Refer to the Call-in menu options and follow the phone prompts to dial the option that corresponds to the service that's needed. All ERIC Service Now Tickets will either be responded to or resolved within 48 hours (2 business days) of being received. When emailing, please be sure to include the contract number, invoice number and date of invoice, as well as your name, phone number, and a detailed description of the issue.

FAR CLAUSES:

HHSAR 352.211-3 Paperwork Reduction Act

HHSAR 352.222-70 Contractor Cooperation in Equal Employment Opportunity Investigations

HHSAR 352.239-74 Electronic and Information Technology Accessibility

FAR 52.212-4 Contract Terms and Conditions—Commercial Items (Dec 2022)

FAR 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services (Dec 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:

(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 Evaluation 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 Rerepresentation (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)).
- (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).
- (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.

(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 (Jun2016) (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).

(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).

X (62) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

X (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:

___ (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) (29U.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).

X (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

X (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).
(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.

FAR clause 52.217-8 Option to Extend Services (Nov 1999).

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within at any time.

FAR 52.217-9 Evaluation of Options (March 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor any time before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend any time before the award expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

PROVISIONS:

1. **FAR 52.252-2 Solicitation Provisions Incorporated by Reference (FEB 1998)**
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <https://www.acquisition.gov/far> and <https://www.acquisition.gov/hhsar>.
2. **FAR 52.212-2 Evaluation-Commercial Items (Nov 2021)**
3. **FAR 52.212-3 Offeror Representations and Certifications-Commercial Items (Nov 2023)**
Offerors that fail to complete the required representations and certifications, or reject the terms and conditions of the solicitation, may be excluded from award consideration.

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through <http://www.acquisition.gov> . If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) of this provision.
4. **52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021)**

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

(a) Definitions. As used in this provision—

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

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

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

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

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

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

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

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

(d) Representation. The Offeror represents that—

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

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors

relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

10) Solicitations Provisions

10.1 Pricing Schedule:

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

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

The Contractor shall complete the pricing chart below.

ITEM	Description	Qty	Price
0001	Helium Fill Maintenance Services Base Period: 12 months	1	\$
0002	Helium Fill Maintenance Services Option Year 1: 12 months	1	\$
0003	Helium Fill Maintenance Services Option Year 2: 12 months	1	\$
0004	Helium Fill Maintenance Services Option Year 3: 12 months	1	\$
0005	Helium Fill Maintenance Services Option Year 4: 12 months	1	\$
0006	Grand Total – (All Items FOB),		\$

NOTE: ONLY ONE PRICE SUMMARY REPORT AND AGREGATE TOTAL WILL BE CONSIDERED FOR EVALUATION/AWARD WITH ALL PROPOSED PRICING ASSOCIATED WITH THE RFQ REQUIREMENTS. NO ADDITIONAL PRICING SCHEDULES WILL BE EVALUATED BY THE GOVERNMENT.

- a) The Contractor’s quotation shall include: All items requested or none.
- b) Contractors are required to fill in the above pricing table
- c) Contractor shall show any pricing related to labor hours, materials associated with providing design, delivery and installation (as applicable).
- d) Contractors shall submit a complete schedule of prices and a single summary total amount shall be furnished for the entire requirement.
- e) **The Offeror’s current address, Unique Entity ID shall be included in the quote.**
- f) The quotation shall contain sufficient information to allow the Government to perform a basic analysis of the proposed price of the work.

10.2 EVALUATION AND AWARD:

Lowest Priced, Technically Acceptable (LPTA)

10.3 INSTRUCTION TO CONTRACTORS:

- a. The Contractor shall complete the Pricing Schedule above.
- b. Deadline for questions: December 15, 2023 at 12:00 PM Eastern Time, no phone calls will be accepted. Email questions to: sarah.hussain@fda.hhs.gov
- c. Offer due date/local time: December 20, 2023 at 12:00 PM Eastern Time.
Email quotes to sarah.hussain@fda.hhs.gov

10.4 Quote submission format:

Quote shall be in 2 volumes: 1st volume shall be Technical and 2nd volume shall be Price. The volumes shall be separate and complete. The volumes shall be separate and complete, so that evaluation of one may be accomplished independently of, and concurrently with, the evaluation of the other. No pricing information shall be provided in volume 1.

The total number of pages for the technical quote shall not exceed ten (10) pages, using 1" margins, single spaced, font type Time New Roman, and a font size of 12.

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

CONTRACTING POINT OF CONTACT:

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

FAR 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998).

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that shall be completed by the offeror and submitted with the proposal. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with the proposal. Also, the full text of a solicitation provision may be accessed electronically at this address: www.acquisition.gov/far/index.html.

FAR 52.211-6 Brand Name or Equal (Aug 1999)

FAR 52.212-2 Evaluation - Commercial Items (Oct 2014) applies to this acquisition. Only one award shall be made from this RFQ. The Government reserves the right to award a contract without discussions. The Government intends to evaluate proposals and award a contract without discussions with offerors but reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary, in accordance with FAR 15.306(c)(2). The Government shall award a contract resulting from this solicitation to the responsible offeror whose offer is the Lowest Price Technically Acceptable quote (LPTA). As provided in FAR 15.101-2 (Lowest Price Technically Acceptable Source Selection Process), (a) The lowest price technically acceptable source selection process is appropriate when best value is expected to result from selection of the technically acceptable proposal with the lowest evaluated price.

FAR 52.212-3 Offeror Representations and Certifications - Commercial Items (Dec 2022) applies to this acquisition.

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through <http://www.acquisition.gov> . If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) of this provision.

Vendors that fail to complete the required representations and certifications, or reject the terms and conditions of the solicitation, may be excluded from award consideration.

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

4.1 FAR 52.225-2 Buy American Certificate. (OCT 2022)

or certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that each domestic end product listed in paragraph (c) of this provision contains a critical component.

(2) 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".

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

(b) Foreign End Products:

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

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

[List as necessary]

(c) Domestic end products containing a critical component:

Line Item No. ____

[List as necessary]

(d) The Government will evaluate offers in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation.

FAR 52.217-5 - Evaluation of Options. (Jul 1990). The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).