

**The Food and Drug Administration
Nutrition Analysis Branch (NAB)**

Request for Quotation: ORA-2023-122016: Purchase of Service and Maintenance for Trumac N-Analyzer

Response Date: Date: April 28, 2024, 1:00 p.m. Eastern Time.

NOTE: Please indicate company's SAM.gov Unique Entity ID on the quote or in the email.

The subject line shall read: Purchase of Service and Maintenance for Trumac N-Analyzer

**This acquisition is issued under FAR 13 Simplified Acquisition as a Request for Quote (RFQ).
NAICS Code: 334516**

Background

The Food and Drug Administration (FDA) Nutrition Analysis Branch (NAB) is performing nutrient analysis on food products, animal feed and dietary supplements. This includes infant formula and medical foods which have stricter guidelines because they may be a sole source of nutrition for the consumer. The NAB uses the Trumac N-Analyzer, an identified Pegasus series instrument to perform protein analysis in food, feed and supplements. A preventative maintenance contract is necessary for this instrument to remain in optimal condition.

Scope

The Contractor shall provide all resources necessary to accomplish the tasks and deliverables described in this Statement of Work. The Contractor shall provide and meet the following requirements as listed below:

Supplies

Supplies

- (1) One Parts KIT (104-126-HAZ TRUMAC CN/N SN4000) as required for the first preventative maintenance visit.

Preventative Maintenance

- The contractor shall perform a yearly Preventative maintenance inspection.
- The contractor shall perform one (1) preventive maintenance call annually from the effective date of the Contract.
- The contractor shall perform instrument verification to ensure accuracy and precision of the instrument and confirm that it is operating according to manufacturer's specification.
- The contractor shall perform software upgrades to the most current version, to meet the manufacturer's performance specifications.

Service:

- The Contractor shall perform diagnostic test and document results and provide a narrative summary demonstrating that the system is meeting the original equipment manufacturer's specifications.

- The contractor must perform all non-emergency work during FDA’s regular business hours on regular business days.
- The contractor shall begin emergency services within forty-eight hours of a service request.
- The contractor shall ensure service engineers are trained and certified by the original manufacturer of this instrument. Service engineers shall have access to the manufacturer's latest technical developments, repair procedures, application updates, and diagnostic software and planned maintenance procedures.
- The contractor shall perform the adjustment and alignments to original factory specification or better, to meet the manufacturer’s performance specifications. The contractor shall perform all software updates to the scientific equipment and/or software and related installation of such instrument updates and /or software during the Agreement Term.
- The Contractor shall provide unlimited telephone and email access to instrument technical support Monday – Friday between the hours of 8-5 p.m. EST.
- The contractor shall allow unlimited use of Smartline remote diagnostic tools.
- The Contractor shall respond within two (2) business days after receipt of a service call from the TPOC.
- All repairs shall use factory, new replacement parts. The instrument shall be a newly manufactured unit, not used and refurbished or previously used for demonstration.
- The contractor shall resume responsibility for all shipments.
- The Contractor shall remove the parts from the site at the time of the service call or provide shipping instructions and return shipping information so that the FDA may return the parts to the Contractor at no additional cost to the Government, no later than three (3) business days after the service visit is completed.
- Any parts or components removed for replacement shall be returned to the FDA unless the TPOC approves in writing for the parts or components to be disposed.

Warranty

The contractor shall provide a warranty on parts and labor for any repairs completed during the service maintenance period is for the term of the contract.

The entire system shall be warranted for parts and labor for a minimum of 12 calendar months from the date of formal government acceptance. The contractor shall also be capable of servicing the instrument through the covered warranty period. On-site response time for repairs during the warranty period should be no more than 72 hours. The system shall include, at a minimum: coverage on all non-consumable items and parts supplied including base instrument, computer, monitor, ensuring proper functioning factory-certified replacement parts, engineer labor and travel costs. Any equipment repair and maintenance work shall be performed by an engineer employed by the OEM. All parts used in repairs must be guaranteed, factory-tested, OEM-sourced parts.

Instrument operators shall have access, for the duration of the 12-month warranty period, to a technical representative call center at no additional charge, for technical assistance and troubleshooting, which is staffed by senior engineers to provide a high level of expertise for troubleshooting the instrument.

Reports

The Contractor shall provide the following deliverables:

- 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.

Deliverable	Quantity	Delivery Date
Preventative Maintenance Inspection (PMI) Scheduled Visit	1	Annually during the Period of Performance
One Parts KIT (104-126-HAZ TRUMAC CN/N SN4000)	1	Within 60 days of award
Operation Qualification/Performance	1	Annually during the Period of Performance
Warranty	1	Variable
Maintenance Reports	Varies	Variable

Period of Performance

The period of performance begins the date of contract award execution. The base period of the contract shall be one year for Preventative Maintenance and Operation Qualification Services.

Place of Performance

60 8th Street NE

Atlanta, GA 30309

The Contractor shall check in with Security at front desk and be escorted by FDA personnel. The Contractor shall provide the Contracting Officer’s Representative (COR), and FDA Technical Point of Contact with at least one (1) week’s written notice prior to delivery of services. Contractor shall coordinate with Technical Point of Contact when scheduling services date.

Service shall occur (Monday – Friday) between the times of 8:00 AM – 2:00 PM, excluding Federal holidays or Federal Closures. Federal holidays are listed below, and specific dates can be found at the following site: <https://www.opm.gov/>:

New Year’s Day
 Martin Luther King, Jr. Day
 Presidents Day
 Memorial Day
 Independence Day
 Juneteenth National Independence Day

Labor Day
 Columbus Day
 Veterans Day
 Thanksgiving Day
 Christmas Day

Inspection and Acceptance

The government shall follow Federal Acquisition Requirement (FAR) 52.212-4, "Contract Terms and Conditions-Commercial Items" or 52.246-4, "Inspection of Services-Fixed Price" for a contractor's failure to perform satisfactory services or failure to correct non-conforming services.

Contract Type

The contract type is firm-fixed price (FFP)

Government Points of Contacts

Contracting Specialist (CS):

Courtney Black

Courtney.Black@fda.hhs.gov

Contracting Officer Authority

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

Contract Officer Representative (COR):

To be determined

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

Order of Precedence

The Contractor shall follow the terms and conditions of this order. Should the Contractor include any additional terms and conditions resulting in conflicts between this document and the Contractor's document, the Order of Precedence shall be as specified in *FAR Clause 52.212-4*. Any indemnification language indemnifying the Contractor of any liability and governing law language in the Contractor's terms and conditions shall be null and void in this order. Any additional terms and conditions shall not be prohibited by applicable laws and regulations. Any additional terms and conditions identified with a web link and/or incorporated by reference shall be null and void.

Language for Insertion in Acquisition Documentations Based on the Change to Disable Macros in Microsoft Office Documents from Outside Sources

The offeror or applicant shall submit all electronic documents for Microsoft Office suite products without the use of "macros". If the offeror or applicant submits documents that contain macros 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.

Invoicing Procedures

The clause at 52.212-4, Contract Terms and Conditions—Commercial Items (NOV 2021), applies to this acquisition with the following addenda:

Instructions for invoicing are indicated below. The instructions may change during the period of performance as required.

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.

Section B: Contract Clauses and Provisions

FAR 52.252-2 Clauses Incorporated by Reference:

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 shall 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/>.

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. The following provisions and clauses apply:

HHSAR 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

- (a) Pursuant to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998, all electronic and information technology (EIT) supplies and services developed, acquired, or maintained under this contract or order must comply with the “Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards” set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the “Access Board”) in 36 CFR part 1194. Information about Section 508 is available at <http://www.hhs.gov/web/508>. The complete text of Section 508 Final Provisions can be accessed at <http://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards>.
- (b) The Section 508 accessibility standards applicable to this contract or order are identified in the Statement of Work or Specification or Performance Work Statement. The contractor must provide any necessary updates to the submitted HHS Product Assessment Template(s) at the end of each contract or order exceeding the simplified acquisition threshold (see FAR 2.101) when the contract or order duration is one year or less. If it is determined by the Government that EIT supplies and services provided by the Contractor do not conform to the described accessibility standards in the contract, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.
- (c) The Section 508 accessibility standards applicable to this contract are:
 - Must meet [WCAG 2.0 A and AA](#)
 - [E101.2 Equivalent Facilitation](#) (Appendix A, Application and Scoping Requirements)
 - [E203 Access to Functionality](#) (Appendix A, Application and Scoping Requirements)
 - [E204 Functional Performance Criteria](#) (Appendix A, Application and Scoping Requirements)
 - [E205 Electronic Content](#) (Appendix A, Application and Scoping Requirements)
 - [E208 Support Documentation and Services](#) (Appendix A, Application and Scoping Requirements)
 - [Chapter 6 Support Documentation and Services](#) (Appendix C, Functional Performance Criteria and Technical Requirements)
 - [302 Functional Performance Criteria](#) (Appendix C, Functional Performance Criteria and Technical Requirements)
 - Electronic content must be accessible to HHS acceptance criteria.

- [Accessibility checklists for various formats](#) are available at the HHS site. Materials that are final items must be compliant with Section 508 at time of delivery, except upon approval of the Contracting Officer or Representative.
- (d) In the event of a modification(s) to this contract or order, which adds new EIT supplies or services or revises the type of, or specifications for, supplies or services, the Contracting Officer may require that the contractor submit a completed HHS Section 508 Product Assessment Template and any other additional information necessary to assist the Government in determining that the EIT supplies or services conform to Section 508 accessibility standards. Instructions for documenting accessibility via the HHS Section 508 Product Assessment Template may be found under Section 508 policy on the HHS website: (<http://www.hhs.gov/web/508>). If it is determined by the Government that EIT supplies and services provided by the Contractor do not conform to the described accessibility standards in the contract, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.
- (e) If this is an Indefinite Delivery contract, a Blanket Purchase Agreement or a Basic Ordering Agreement, the task/delivery order requests that include EIT supplies or services will define the specifications and accessibility standards for the order. In those cases, the Contractor may be required to provide a completed HHS Section 508 Product Assessment Template and any other additional information necessary to assist the Government in determining that the EIT supplies or services conform to Section 508 accessibility standards. Instructions for documenting accessibility via the HHS Section 508 Product Assessment Template may be found at <http://www.hhs.gov/web/508>. If it is determined by the Government that EIT supplies and services provided by the Contractor do not conform to the described accessibility standards in the provided documentation, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

(End of clause)

HHSAR 352.232-71 Electronic Submission of Payment Requests

- (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.

(End of Clause)

FAR Clauses

52.212-4, Contract Terms and Conditions Commercial Item (Nov 2023)

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 Covered Entities (Dec 2023) (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) [52.203-17](#), Contractor Employee Whistleblower Rights (Nov 2023) ([41 U.S.C. 4712](#)); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR [3.900](#)(a).
- ___ (5) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- ___ (6) [Reserved].
- ___ (7) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ___ (8) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ___ (9) [52.204-27](#), Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).
- (10) [52.204-28](#), Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (Dec 2023) ([Pub. L. 115-390](#), title II).
- ___ (11)
- (i) [52.204-30](#), Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) ([Pub. L. 115-390](#), title II).
- ___ (ii) Alternate I (Dec 2023) of [52.204-30](#).
- ___ (12) [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](#)).
- ___ (13) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ([41 U.S.C. 2313](#)).
- ___ (14) [Reserved].
- ___ (15) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) ([15 U.S.C. 657a](#)).

- ___ (16) [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](#)).
- ___ (17) [Reserved]
- ___ (18)
- ___ (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](#).
- ___ (19)
- ___ (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](#).
- ___ (20) [52.219-8](#), Utilization of Small Business Concerns (Sep 2023) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- ___ (21)
- ___ (i) [52.219-9](#), Small Business Subcontracting Plan (Sep 2023) ([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 2023) of [52.219-9](#).
- ___ (22)
- ___ (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](#).
- ___ (23) [52.219-14](#), Limitations on Subcontracting (Oct 2022) ([15 U.S.C. 637s](#)).
- ___ (24) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Sep 2021) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- ___ (25) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Oct 2022) ([15 U.S.C. 657f](#)).
- ___ (26)
- ___ (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (Sep 2023)([15 U.S.C. 632\(a\)\(2\)](#)).
- ___ (ii) Alternate I (Mar 2020) of [52.219-28](#).
- ___ (27) [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\(m\)](#)).
- ___ (28) [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\(m\)](#)).
- ___ (29) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) ([15 U.S.C. 644\(r\)](#)).
- ___ (30) [52.219-33](#), Nonmanufacturer Rule (Sep 2021) ([15 U.S.C. 637\(a\)\(17\)](#)).
- ___ (31) [52.222-3](#), Convict Labor (Jun 2003) (E.O.11755).
- ___ (32) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Nov 2023) .
- ___ (33) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- ___ (34)
- ___ (i) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O.11246).
- ___ (ii) Alternate I (Feb 1999) of [52.222-26](#).
- ___ (35)
- ___ (i) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- ___ (ii) Alternate I (Jul 2014) of [52.222-35](#).
- ___ (36)
- ___ (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](#).
- ___ (37) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- ___ (38) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ___ (39)
- ___ **X** (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).

- __ (40) [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](#).)
- __ (41)
- (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.)
- __ (42) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- __ (43) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- __ (44)
- (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](#).
- __ (45)
- (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- __ (ii) Alternate I (Jun 2014) of [52.223-14](#).
- __ (46) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (May 2020) ([42 U.S.C. 8259b](#)).
- __ (47)
- (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](#).
- __ (48) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- __ (49) [52.223-20](#), Aerosols (Jun 2016) (E.O. 13693).
- __ (50) [52.223-21](#), Foams (Jun 2016) (E.O. 13693).
- __ (51)
- (i) [52.224-3](#) Privacy Training (Jan 2017) (5 U.S.C. 552 a).
- __ (ii) Alternate I (Jan 2017) of [52.224-3](#).
- __ (52)
- (i) [52.225-1](#), Buy American-Supplies (Oct 2022) ([41 U.S.C. chapter 83](#)).
- __ (ii) Alternate I (Oct 2022) of [52.225-1](#).
- __ (53)
- (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) ([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 (NOV 2023) of [52.225-3](#).
- __ (v) Alternate IV (Oct 2022) of [52.225-3](#).
- __ (54) [52.225-5](#), Trade Agreements (NOV 2023) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301 note](#)).
- __ (55) [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).
- __ (56) [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).
- __ (57) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

__ (58) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ([42 U.S.C. 5150](#)).

__ (59) [52.229-12](#), Tax on Certain Foreign Procurements (Feb 2021).

__ (60) [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](#)).

__ (61) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (Nov 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).

X (62) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Oct2018) ([31 U.S.C. 3332](#)).

__ (63) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

__ (64) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).

__ (65) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

__ (66) [52.242-5](#), Payments to Small Business Subcontractors (Jan 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).

__ (67)

(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. chapter67](#)).

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

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

__ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ([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](#)).

__ (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) [52.203-17](#), Contractor Employee Whistleblower Rights (Nov 2023) ([41 U.S.C. 4712](#)).

(iii) [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)).

(iv) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by KasperskyLab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(v) [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).

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

(vii)

(A) [52.204-30](#), Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) ([Pub. L. 115-390](#), title II).

(B) Alternate I (Dec 2023) of [52.204-30](#).

(viii) [52.219-8](#), Utilization of Small Business Concerns (Sep 2023) ([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.

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

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

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

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

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

(xiv) [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](#).

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

(xvi)

(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).

(xvii) [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](#)).

(xviii) [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](#)).

(xix) [52.222-54](#), Employment Eligibility Verification (May 2022) (E.O. 12989).

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

- (xxi) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
- (xxii)
- (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).
- (B) Alternate I (Jan 2017) of [52.224-3](#).
- (xxiii) [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).
- (xxiv) [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](#).
- (xxv) [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](#).
- (xxvi) [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)

Provisions

FAR 52.212-1 Instructions to Offerors—Commercial Items (Jul 2021)

11.0 Offeror Instructions and Evaluation

Offeror Instructions

This is a single award acquisition. Please read these instructions carefully. All items required to be included in the quotation as delineated in these instructions shall be provided in Quoter's quotation.

1) Quoters shall submit one (1) copy of their quotation with pricing information using a Pricing Schedule. Quoters' initial quote should contain the Quoters' best terms from a price standpoint. The firm fixed price proposed shall be inclusive of all delivery, shipping, and any other costs associated with meeting all the requirements in this solicitation. The Government requests the Quoter to provide discounts off their established pricing for each line item. All Quoters providing quotations shall clearly state the overall cost to the Government. All quotes shall be valid for 90 days.

Quoters shall submit all applicable terms, conditions, and/or assumptions, if applicable in full text as attachments, appendix, or exhibits. Quoters are advised that additional terms and conditions submitted with their quotations that are in conflict with the terms and conditions of this solicitation may be deemed as technically unacceptable and as such not be considered for award.

2) The quote shall meet all the brand name requirements in order to be considered technically acceptable.

Evaluation Criteria

The Government intends to award a firm-fixed price purchase order resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation. Contractor selection will be based on the lowest price technically acceptable (LPTA) offer that can meet the requirements stated in this solicitation and is deemed price reasonable. The Government reserves the right to award without exchanges with offerors. The Government may 1) reject any or all quotes if such action is in the best interest of the

Government; 2) accept other than the lowest offer; and 3) waive informalities and minor irregularities in offers received. The following factors shall be used to evaluate offers:

- Technical Acceptability: The Government will evaluate the degree to which the quote meets the requirements and specifications described in this solicitation.
- Total price: Prices quoted shall be evaluated to ensure is the price is fair and reasonable to the Government. The sum of the offeror's proposed prices for all items (inclusive of any delivery, shipping, and any other costs associated) will be the total evaluated price.

Parties responding to this solicitation may submit their quote 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) Offerors shall submit information to document that it meets specifications as noted in the synopsis/solicitation and FAR 52.212-1. Offerors shall include a completed copy of the provision at 52.212-3, Offeror Representations and Certifications/Commercial Items with their offer.

Note: Contractor shall be registered and active in the System for Award Management (SAM) prior to the award of a contract. You may register by going to www.sam.gov

All quotes shall be submitted via email to Courtney.Black@FDA.HHS.gov and be received by the indicated due date and time to the attention of Courtney Black. Offerors shall ensure the RFQ number is visible in the header of the email.