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 Offeror

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## PART 1 – GENERAL INFORMATION

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in FAR 12.6 and 13.106 as supplemented with additional information in this notice. Quotes are being requested and this announcement constitutes the only solicitation. The Government contemplates issuing a firm fixed-price order resulting from this solicitation. The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2005-96 dated November 6, 2017.

The associated North American Industrial Classification System (NAICS) code for this procurement is 335999 – Other Miscellaneous Electrical Equipment and Component Manufacturing, with an associated size standard of 500 employees. **This requirement is being solicited as a total small business set-aside.**

## PART 2 – SUPPLIES OR SERVICES AND PRICES/COSTS

**Contract Type:** The Government intends to issue a firm fixed-price purchase order resulting from this solicitation.

### Pricing Table:

Contract Line Item Number (CLIN)	DESCRIPTION	Price
1	60 kVA 3-Phase UPS System Includes: - Three 20kVA power modules - One external battery cabinet with batteries - OEM warranty	\$
2	Shipping	\$
3	Installation, Qualification and Training	\$
TOTAL PRICE		\$

## PART 3 – DESCRIPTION OF REQUIREMENT

### Background

The U.S. FDA, San Juan Laboratory in the Office of Regulatory Science, Office of Medical Products, Tobacco, and Specialty Laboratory Operations, located at 466 Fernandez Juncos Ave. San Juan, Puerto Rico needs to replace an existing Modular 3-Phase 60kVA UPS system that was damaged due to the passing of Hurricane Maria.

### Purpose

The San Juan Laboratory uses a wide variety of sensitive analytical instruments that provide the versatility needed by different analytical methods received under the diverse drug programs under FDA jurisdiction. These instruments require stable power to operate continuously and without damage. The San Juan Laboratory currently uses a Modular 3-Phase 60kVA UPS in conjunction with a diesel generator to continue operations during small power fluctuations and outages. During the passing of Hurricane Maria through the island, the existing UPS was damaged beyond repair. Before operations can fully resume to pre-hurricane levels, the UPS unit needs to be replaced.

### **Requirements**

The Contractor shall provide all resources necessary to accomplish the tasks and deliverables described in the requirements. The Contractor shall provide a Modular 3-Phase 60 kVA UPS System and additional services that meet the requirements below:

#### **I. SYSTEM REQUIREMENTS:**

The Contractor shall provide an Uninterruptable Power Supply (UPS) System equivalent to a Tripp Lite SmartOnline Modular 3-phase UPS System SU60k with Original Equipment Manufacturer's (OEM) warranty. **This requirement is being solicited in accordance with FAR 52.211-6, Brand Name or Equal.** Offerors' quotes shall address and meet each of the following salient requirements to be considered for award. Equivalent requirements that differ from these minimum requirements must be justified by the proposing vendor and evaluated by the Government prior to purchase.

- 1) Modular 3-Phase 60 kVA UPS System
  - a) 3-phase hardware input and output (120/208V AC).
  - b) Input voltage correction range (96 - 144V AC/166 - 250V AC)
  - c) 60,000 VA (60kVA) UPS with 3 hot-swappable 20kVA modules
  - d) 1+1 parallel capability
  - e) Hardwired output and input
  - f) External battery cabinet with the capacity to sustain operations for a minimum of 10 minutes.
  - g) Cold Start (Startup in Battery Mode During a Power Failure)
- 2) Batteries
  - a) External battery pack wiring
  - b) Included hot-swappable, replaceable batteries
- 3) Voltage Regulation
  - a) Voltage Regulation, double-conversion power conditioning
  - b) Under and Over voltage Correction to maintain continuous operation without using battery power during over or under voltages
- 4) Certifications
  - a) UPS Certifications Tested to UL1778 (USA); Meets FCC Part 15 Category A (EMI); ROHS (Restriction of Hazardous Substances)

#### **II. TRADE AND SERVICE SPECIFICATIONS:**

- The 60kVA Modular 3-Phase UPS must be a newly manufactured unit, not used and refurbished or previously used for demonstration. The Government must be able to expect routine customer service and technical support to be available from the vendor during its lifecycle.
- The installation will ensure that the emergency panel supplying power to the 60kVA UPS is facilitated through incoming generator circuit whether it is through the 750kW facility generator or through the 500kW backup generator.
- Shall include installation and qualification (IQ/OQ/PQ).
- The vendor shall provide to the user documentation of the qualification upon installation.
- Shall contain all solutions and accessories for instrument maintenance, calibration and qualification.
- Contractor shall provide familiarization introductory on-site training for two users
- Installation and familiarization shall be performed by a certified and trained engineer.

### **III. WARRANTY:**

- The government requires a minimum three-year Original Equipment Manufacturer's warranty on electronic components and shall include at a minimum:
  - coverage on all non-consumable items and parts supplied and unlimited on-site service visits within 24 hours of call,
  - factory-certified replacement parts, engineer labor and travel costs.
  - The three-year warranty begins on the date of formal government acceptance and continues for the period of three years.
- A minimum one-year manufacturer's warranty on batteries.

### **IV. DELIVERABLES:**

	Description of Deliverable	Due Date
1	UPS System including three power modules and external battery cabinet	To be delivered within 35 days after award
2	Installation of equipment and familiarization introductory on-site training	To be agreed upon with the Technical Representative
3	OEM's warranty	Begins at Government acceptance of IQ/OQ service

## **PART 4 - PACKAGING, MARKING and SHIPPING**

All deliverables required under this contract shall be packaged, marked and shipped in accordance with Government specifications. At a minimum, all deliverables shall be marked with the contract number and contractor name. The contractor shall guarantee that all required materials shall be delivered in immediate usable and acceptable condition. All delivered equipment shall be new, not used or refurbished.

## **PART 5 – INSPECTION AND ACCEPTANCE**

A final inspection and acceptance of all work performed, reports and other deliverables will be performed by the Government to ensure the services/products provided meet the requirements of the Statement of Work (SOW) at the time of delivery, and the contractor shall make changes as requested during the inspection and acceptance process. The Technical Representative will perform inspection and acceptance of equipment, installation and services to be provided. The

Technical Representative – to be determined upon contract award - is the authorized representative of the Contracting Officer.

Inspection and acceptance will occur at the place of performance and take place within 1 business day of task being completed. The Government will provide written notification of acceptance or rejection within 2 business days. Inspection will include review of the deliverables to ensure adequacy. The Government will accept goods, reports and services only if they conform to all terms and conditions of the SOW, and satisfy the performance standards developed under this SOW.

The Government will reject non-conforming products and services. The Contractor shall correct any deficiencies within two (2) business days of when the Government issues the rejection notice. If the Contractor cannot correct the deficiencies within this period, the Contractor shall immediately notify the COR of the reason for the delay and provide a proposed corrective action plan within 1 day via email.

## **PART 6 – DELIVERIES OR PERFORMANCE**

### **Deliveries and Place of Performance:**

Satisfactory performance of this contract shall be deemed to occur upon delivery, installation, training, and performance of services described above and/or upon acceptance by the Contracting Officer or the Technical Representative of these products/services. Deliveries required by the contractor shall be made F.O.B. destination within 35 days from receipt of the award of order to the address listed below:

Food and Drug Administration  
San Juan Laboratory  
466 Fernández Juncos Ave.  
San Juan, PR. 00901-3223

The Contractor must call the Government POC at least 48 hours prior to delivery or service. Unless otherwise specified, deliveries shall be made to the Place of performance specified above, Monday through Friday (excluding Federal Holidays between the hours of 8:00 a.m. and 4:00 p.m. in accordance of the delivery location time zone (Eastern Time, Central Time, or Pacific Time). Supplies or services scheduled for delivery on a Federal holiday shall be made the next business day.

### **Period of Performance:**

The anticipated performance period is January 22, 2018 through January 21, 2019.

## **PART 7 – CONTRACT ADMINISTRATION DATA**

The following personnel shall represent the Government for the purpose of this contract:

### **Technical Representative:**

To be determined upon contract award

The Technical Representative is responsible for: (1) monitoring the Contractor's technical progress, including the surveillance and assessment of performance and recommending to the Contracting Officer changes in requirements; (2) interpreting the Statement of Work and any other technical performance requirements; (3) performing technical evaluation as required; (4)

performing technical inspections and acceptances required by this contract; and (5) assisting in the resolution of technical problems encountered during performance.

**Contracting Officer (CO):**

Gary Klaff  
5630 Fishers Lane  
Rockville, MD 20857  
[Gary.Klaff@fda.hhs.gov](mailto:Gary.Klaff@fda.hhs.gov)  
Tel: (240) 402-7555

**Contract Specialist (CS):**

Robin Goon  
5630 Fishers Lane  
Rockville, MD 20857  
[Robin.Goon@fda.hhs.gov](mailto:Robin.Goon@fda.hhs.gov)  
Tel: (301) 348-1923

The Contracting Officer is the only person with authority to act as agent of the Government under this contract. Only the Contracting Officer has authority to (1) Direct or negotiate any changes in the RFQ; (2) Modify or extend the period of performance; (3) Change the delivery schedule; (4) Authorize reimbursement to the Contractor any costs incurred during the performance of this contract; or (5) Otherwise change any terms and conditions of this contract.

**FDA Three-Way Matching Invoice Procedures:****A.** The contractor shall submit all invoices to:

U.S. FOOD AND DRUG ADMINISTRATION  
Attn: Vendor Payments  
Division of Payment Services  
10903 New Hampshire Ave  
WO32 - Second Floor  
MAIL HUB 2145  
Silver Spring, MD 20993-0002  
301-827-3742  
[FDAVendorPaymentsTeam@fda.hhs.gov](mailto:FDAVendorPaymentsTeam@fda.hhs.gov)

\*\*\* Acceptable methods of delivery include: E-mail (preferred) and Standard Mail.  
Provide a copy marked courtesy to the COR.

**B.** Invoices submitted under this contract must comply with the requirements set forth in FAR Clauses [52.232-25 \(Prompt Payment\)](#) and [52.232-33 \(Payment by Electronic Funds Transfer – System for Award Management\)](#) and/or other applicable FAR clauses specified herein. To constitute a proper invoice, the invoice must be submitted on company letterhead and include each of the following:

- (i) Name and address of the contractor;
- (ii) Invoice date and invoice number;
- (iii) Contract/Order number (including a reference to any base award for Indefinite-Delivery/Indefinite-Quantity Contracts or Blanket Purchase Agreements);
- (iv) Description, quantity, unit of measure, unit price, and extended price supplies delivered or services performed, including:
  - (a) period of performance for which costs are claimed;
  - (b) itemized travel costs, including origin and destination;
  - (c) any other supporting information necessary to clarify questionable expenditures;
  - (d) the contractor shall include the Contract Line Item/Funding line item for each description, quantity, unit of measure, unit price, and extended price supplies delivered or services performed;

- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on government bill of lading;
- (vi) Terms of any discount for prompt payment offered (Prompt Payment terms other than NET 30);
- (vii) Name and address of official to whom payment is to be sent (must be the same as that in the purchase order/award, or in a proper notice of assignment)
- (viii) Name, title, and phone number of person to notify in event of defective invoice;
- (ix) Taxpayer Identification Number (TIN);
- (x) Banking routing transit number of the financial institution receiving payment for Electronic funds transfer (EFT);
- (xi) Name and telephone number of the FDA Contracting Officer Representative (COR) or other Program Center/Office point of contact, as referenced on the award;
- (xii) For all Inspections, Time-and-Materials and Labor-Hour Awards, 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;
- (xiii) Any other information or documentation required by the award.

**C.** An electronic invoice is acceptable if submitted in adobe acrobat (PDF) format. All items listed in (i) through (xiii) of this clause must be included in the electronic invoice. Electronic invoices must be on company letterhead and must contain no ink changes and be legible for printing.

**D.** Questions regarding invoice payments should be directed to the FDA Payment Office at the e-mail address provided above in Section A.

#### **Payment Schedule:**

The Contractor shall submit invoices subsequent to the delivery, installation and qualification of the required equipment.

### **PART 8 – SPECIAL CONTRACT REQUIREMENTS**

**Observance of Federal Holidays:** The workplace is not available on the Government Holidays stated below, or as prescribed by an Executive Order (EO) or OPM.gov due to inclement weather.

January – New Year's Day	September – Labor Day
January – Martin Luther King, Jr. Day	October – Columbus Day
February – President's Day	November – Veterans Day
May – Memorial Day	November – Thanksgiving Day
July – Independence Day	December – Christmas Day

### **PART 9 – CONTRACT CLAUSES AND PROVISIONS**

#### **FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text

available. Also, the full text of a clause may be accessed electronically at this/these address(es): <https://acquisition.gov/far/>

- 52.204-13 – System for Award Management Maintenance (Oct 2016)
- 52.212-4 – Contract Terms and Conditions – Commercial Items (May 2015)
- 52.232-39 – Unenforceability of Unauthorized Obligations (Jun 2013)
- 52.232-40 – Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)

(End of clause)

#### **52.212-5 – Contract Terms and Conditions Required To Implement Statutes or Executive Orders. Commercial Items (Nov 2017)**

(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 items:

- (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) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (3) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
- (4) [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 items:

[Contracting Officer check as appropriate.]

- \_\_\_ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).
- \_\_\_ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#))).
- \_\_\_ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 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 (Oct 2016) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- \_\_\_ (5) [Reserved].
- \_\_\_ (6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- \_\_\_ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- \_\_\_ (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) ([31 U.S.C. 6101 note](#)).
- \_\_\_ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) ([41 U.S.C. 2313](#)).
- \_\_\_ (10) [Reserved].
- \_\_\_ (11)(i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).
- \_\_\_ (ii) Alternate I (Nov 2011) of [52.219-3](#).

- \_\_\_ (12)(i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- \_\_\_ (ii) Alternate I (JAN 2011) of [52.219-4](#).
- \_\_\_ (13) [Reserved]
- \_X\_ (14)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).
- \_\_\_ (ii) Alternate I (Nov 2011).
- \_\_\_ (iii) Alternate II (Nov 2011).
- \_\_\_ (15)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- \_\_\_ (ii) Alternate I (Oct 1995) of [52.219-7](#).
- \_\_\_ (iii) Alternate II (Mar 2004) of [52.219-7](#).
- \_\_\_ (16) [52.219-8](#), Utilization of Small Business Concerns (Nov 2016) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- \_\_\_ (17)(i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2017) ([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 (Nov 2016) of [52.219-9](#).
- \_\_\_ (v) Alternate IV (Nov 2016) of [52.219-9](#).
- \_\_\_ (18) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011) ([15 U.S.C. 644\(r\)](#)).
- \_\_\_ (19) [52.219-14](#), Limitations on Subcontracting (Jan 2017) ([15 U.S.C. 637\(a\)\(14\)](#)).
- \_\_\_ (20) [52.219-16](#), Liquidated Damages.Subcon-tracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- \_\_\_ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- \_X\_ (22) [52.219-28](#), Post Award Small Business Program Rerepresentation (Jul 2013) ([15 U.S.C. 632\(a\)\(2\)](#)).
- \_\_\_ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) ([15 U.S.C. 637\(m\)](#)).
- \_\_\_ (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) ([15 U.S.C. 637\(m\)](#)).
- \_X\_ (25) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- \_X\_ (26) [52.222-19](#), Child Labor.Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).
- \_X\_ (27) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- \_X\_ (28) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).
- \_\_\_ (29) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015)([38 U.S.C. 4212](#)).
- \_\_\_ (30) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
- \_\_\_ (31) [52.222-37](#), Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- \_\_\_ (32) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_X\_ (33)(i) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([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).
- \_\_\_ (34) [52.222-54](#), Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- \_\_\_ (35)(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.)
- \_\_\_ (36) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- \_\_\_ (37) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- \_\_\_ (38)(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](#).
- \_\_\_ (39)(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](#).
- \_\_\_ (40) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- \_\_\_ (41)(i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun 2014) of [52.223-16](#).
- \_X\_ (42) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- \_\_\_ (43) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).
- \_\_\_ (44) [52.223-21](#), Foams (JUN 2016) (E.O. 13693).
- \_\_\_ (45)(i) [52.224-3](#), Privacy Training (JAN 2017) (5 U.S.C. 552a).
- \_\_\_ (ii) Alternate I (JAN 2017) of [52.224-3](#).
- \_X\_ (46) [52.225-1](#), Buy American.Supplies (May 2014) ([41 U.S.C. chapter 83](#)).
- \_\_\_ (47)(i) [52.225-3](#), Buy American.Free Trade Agreements.Israeli Trade Act (May 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- \_\_\_ (ii) Alternate I (May 2014) of [52.225-3](#).
- \_\_\_ (iii) Alternate II (May 2014) of [52.225-3](#).
- \_\_\_ (iv) Alternate III (May 2014) of [52.225-3](#).
- \_\_\_ (48) [52.225-5](#), Trade Agreements (OCT 2016) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).
- \_X\_ (49) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_ (50) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
- \_\_\_ (51) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- \_\_\_ (52) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- \_\_\_ (53) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- \_\_\_ (54) [52.232-30](#), Installment Payments for Commercial Items (Jan 2017) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- \_X\_ (55) [52.232-33](#), Payment by Electronic Funds Transfer.System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
- \_\_\_ (56) [52.232-34](#), Payment by Electronic Funds Transfer.Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

- \_\_\_ (57) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).
  - \_\_\_ (58) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
  - \_\_\_ (59) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).
  - \_\_\_ (60)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).
  - \_\_\_ (ii) Alternate I (Apr 2003) 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 items:  
[Contracting Officer check as appropriate.]
- \_\_\_ (1) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).
  - \_\_\_ (2) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).
  - \_\_\_ (3) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
  - \_\_\_ (4) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
  - \_\_\_ (5) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
  - \_\_\_ (6) [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](#)).
  - \_\_\_ (7) [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](#)).
  - \_\_\_ (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).
  - \_\_\_ (9) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
  - \_\_\_ (10) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)).
  - \_\_\_ (11) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).
- (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, 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 items. 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 (Oct 2015) ([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) [52.219-8](#), Utilization of Small Business Concerns (Nov 2016) ([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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
  - (iv) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).
  - (v) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015)
  - (vi) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).
  - (vii) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) ([38 U.S.C. 4212](#)).
  - (viii) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
  - (ix) [52.222-37](#), Employment Reports on Veterans (Feb 2016) ([38 U.S.C. 4212](#))
  - (x) [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](#).
  - (xi) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).
  - (xii) X (A) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([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](#)).
  - (xiii) [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](#)).
  - (xiv) [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](#)).
  - (xv) [52.222-54](#), Employment Eligibility Verification (OCT 2015) (E.O. 12989).
  - (xvi) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).
  - (xvii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
  - (xviii)(A) [52.224-3](#), Privacy Training (JAN 2017) (5 U.S.C. 552a).
  - \_\_\_\_(B) Alternate I (JAN 2017) of [52.224-3](#).
  - (xix) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
  - (xx) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).
  - (xxi) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) 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 items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

**HHSAR Clauses:**

HHSAR Clauses and Provisions can be viewed in full text at:

<https://www.hhs.gov/grants/contracts/contract-policies-regulations/hhsar/part-352-solicitation-provisions-contract-clauses/index.html>

352.222-70 -- Contractor Cooperation in Equal Employment Opportunity Investigations (Dec 2015)

**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 must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): [www.acquisition.gov/far](http://www.acquisition.gov/far)

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

52.212-1 - Instructions to Offerors – Commercial Items (Oct 2016)

- See Part 10 below

52.212-2 - Evaluation – Commercial Items (Oct 2014)

- See Part 11 below

52.204-7 - System for Award Management (Oct 2016)

- Prospective awardees shall be registered in the SAM database with completed representations and certifications.

52.212-3 - Offeror Representations and Certifications -- Commercial Items (Dec 2016)

- If an offeror has not completed annual representations and certifications in the SAM database, offerors shall include a completed copy of the provision at 52.212-3 with this offer

52.219-1 - Small Business Program Representations (Oct 2014)

- If an offeror has not completed annual representations and certifications in the SAM database, offerors shall include a completed copy of the provision at 52.219-1 with this offer

(End of Provision)

**PART 10 – INSTRUCTIONS TO THE OFFEROR**

Quotes shall be submitted no later than **12:00 p.m. (Eastern Time) on January 11, 2017.**

Quotes shall be sent via email in PDF format to the Contract Specialist, Robin Goon at [Robin.Goon@fda.hhs.gov](mailto:Robin.Goon@fda.hhs.gov).

The offeror's quote must outline all characteristics of the requirement listed in Part 3 – Description of Requirements. In accordance with FAR 52.211-6 – Brand Name or Equal, offerors shall provide the brand name product referenced in this solicitation unless the offeror clearly indicates that the product being offered is an “equal” product. The contractor quote shall provide sufficient information to allow the Government to evaluate that the Contractor is capable of meeting the requirement. The Government is not responsible for locating or securing any information which is not identified in the quote. Offerors shall furnish as part of their quote **all descriptive material** necessary for the Government to determine whether the proposed products meet all technical requirements specified in Part 3.

The Offeror shall submit a completed pricing table in Part 2 for a firm fixed-price order. The Contractor shall provide the price and all detailed documentation to support the total cost of the

quote. The firm fixed-price proposed shall be inclusive of all shipping and any other costs associated with meeting all the requirements listed in Part 3 – Description of Requirements.

#### **PART 11 – GENERAL EVALUATION INFORMATION**

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 will be most advantageous to the Government, price and other factors considered. Contractor selection will be based on the lowest price technically acceptable (LPTA) offer that can “meet or exceed” the requirements stated in Part 3 and the delivery requirements in Part 6 of this solicitation. The Government reserves the right to award without discussions. The following factors shall be used to evaluate offers:

**Technical Acceptability:** The Government will evaluate the degree to which the quote meets or exceeds the requirements and specifications described in Part 3. The Offeror's quote shall demonstrate the ability to “meet or exceed” the technical specifications of this requirement. Quotes will be rated either “Technically Acceptable” or “Technically Unacceptable.”

**Price:** Prices quoted shall be evaluated to ensure the best value to the Government and must be determined to be fair and reasonable in order to be considered for award. The sum of the offeror's proposed prices for all CLINs in the table in Part 2 will be evaluated. This RFQ does not commit the Government to pay any costs incurred in the preparation of the submission of the quotation or to contract for the supplies or services.