

## 1. SUPPLIES OR SERVICES AND PRICING/COSTS

### 1.1 BRIEF DESCRIPTION OF SUPPLIES OR SERVICES

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Provide regular calibration, maintenance and incidental failure service for two specimen preparation robots and Sputter coater in the Cryo-EM Core. "The Premium Care Service Contract provides unlimited support from the Leica Microsystems factory-certified field service engineers and keep your equipment in the best working order at all times. One service visit per annum, in which the system would be fully serviced and checked to its original performance and specification. All spare parts, travel and labor costs needed in order to get the equipment to its original specification following a breakdown are included.

### 1.2 GENERAL - CONTRACT TYPE

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The Government contemplates award of a firm-fixed-type (FFP) contract in accordance with Federal Acquisition Regulation (FAR) Part 13.106-2(b)(4), Federal Supply Schedule.

### 1.3 CONTRACT LINE ITEMS AND PRICING

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#### 1.3.1 LINE ITEMS AND PRICE SCHEDULE (Firm-Fixed-Price Services)

##### PERIOD OF PERFORMANCE:

| Line Item | Description   | Quantity | Unit | Unit Price | Total Price |
|-----------|---|----------|------|------------|-------------|
| CL001     | Service Agreement with premium care on Leica EMGP1,EMGP2 and ACE600 | 1        | pk   |            |             |
|           |   |          |      |            |             |

#### 1.3.2 PRICING TERMS

Upon delivery and acceptance of the services described in the contract and identified in the pricing schedule above, the Government shall pay to the Contractor the unit price(s) prescribed.

## 2. DELIVERIES OR PERFORMANCE

### 2.1 CLAUSES INCORPORATED BY REFERENCE

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

This contract incorporates the following clause(s) by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available. Also, the full text of a clause may be accessed electronically at this address:

<https://www.acquisition.gov/browse/index/far>.

| REFERENCE    | TITLE            | DATE      |
|--------------|------------------|-----------|
| FAR 52.211-8 | TIME OF DELIVERY | June 1997 |

### 2.2 PERIOD OF PERFORMANCE/DELIVERY DATE/ORDERING PERIOD

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- a. The period of performance of this contract shall be from 6/1/2024 – 5/31/2025 after notice to proceed.

### 2.3 PLACE OF PERFORMANCE/DELIVERY

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The Government expects all work to be performed at the Contractor's site. The Government's physical location is:

NIEHS Campus  
National Institute of Environmental Health Sciences  
111 T.W. Alexander Drive  
Research Triangle Park, NC USA 27709

### 2.4 HOURS OF OPERATIONS, HOLIDAYS, AND CLOSINGS

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The normal hours of operation are 8:30 A.M. to 5:00 P.M. Eastern Time (ET), Monday through Friday, exclusive of Government holidays and closings.

The Government is closed on the holidays and closings listed below. Specific dates for the holidays can be found at the Office of Personnel Management (OPM) website located at:

<https://www.opm.gov/policy-data-oversight/snow-dismissal-procedures/federal-holidays/#url=Overview>

- New Year's Day
- Birthday of Martin Luther King, Jr.
- Washington's Birthday
- Memorial Day
- Independence Day
- Juneteenth National Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day
- Any other day designated by Federal statute
- Any other day designated by Executive Order
- Any other day designated by the President
- Unscheduled closings mandated by the Government (e.g., weather emergencies, etc.)

In the case of a Government shutdown caused by a failure to pass funding legislation to finance the Government, the Contractor shall seek guidance from the COR.

Observance of the days listed above by Government personnel shall not be cause for an extension to the delivery schedule or period of performance or adjustment to the price, estimated cost, or fee(s), if any, except as set forth in the Contract. In addition, the Contractor shall obtain additional blackout dates from the COR.

### 3. CONTRACT ADMINISTRATION DATA

#### 3.1 GOVERNMENT POINTS OF CONTACT

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**Contracting Specialist (CS):**

Tanya Redfearn  
[Shields3@niehs.nih.gov](mailto:Shields3@niehs.nih.gov)

**Contracting Officer's Representative (COR):**

To be determined

### **3.2 CONTRACTING OFFICER'S AUTHORITY**

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The Contracting Officer (CO) identified above has responsibility for ensuring the performance of all necessary actions for effective contracting, ensuring compliance with the terms of the contract and safeguarding the interests of the United States in its contractual relationships. The CO is the only individual who has the authority to enter into, administer, or terminate this contract and is the only person authorized to approve changes to any of the requirements under this contract, and notwithstanding any provision contained elsewhere in this contract, this authority remains solely with the CO.

No statement, whether oral or written, by anyone other than the Contracting Officer, shall be interpreted as modifying the terms and conditions of the contract. It is the Contractor's responsibility to contact the CO immediately if there is even the appearance of any technical direction that is or may be outside the scope of the contract. The Government will not reimburse the Contractor for any work not authorized by the CO, including work outside the scope of the contract.

### **3.3 CONTRACTING OFFICER'S REPRESENTATIVE**

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The Contracting Officer's Representative (COR) 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.

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 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 this contract; (5) otherwise change any terms and conditions of this contract; or (6) sign written licensing agreements.

The Government may unilaterally change its COR designation.

### **3.4 CONTRACTOR KEY PERSONNEL**

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KEY PERSONNEL, HHSAR 352.237-75 (December 2015)

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to the contractor voluntarily diverting any of the specified individuals to other programs or contracts the Contractor shall notify the

Contracting Officer and shall submit a justification for the diversion or replacement and a request to replace the individual. The request must identify the proposed replacement and provide an explanation of how the replacement's skills, experience, and credentials meet or exceed the requirements of the contract (including, when applicable, Human Subjects Testing requirements). If the employee of the contractor is terminated for cause or separates from the contractor voluntarily with less than thirty days' notice, the Contractor shall provide the maximum notice practicable under the circumstances. The Contractor shall not divert, replace, or announce any such change to key personnel without the written consent of the Contracting Officer. The contract will be modified to add or delete key personnel as necessary to reflect the agreement of the parties.

(End of Clause)

The following individual(s) is/are considered to be essential to the work being performed hereunder:

| Name | Title |
|------|-------|
|      |       |

### **3.5 TRAVEL**

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There are no reimbursable travel costs authorized under this contract.

### **3.6 GOVERNMENT FURNISHED EQUIPMENT/INFORMATION (GFE/GFI)**

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The Contractor shall furnish and/or provide all necessary/required supplies, services, qualified personnel, materials, labor, supervision and equipment, except as specified herein as GFE.

Access to the NIEHS virtual private network (VPN) is only provided with GFE. Otherwise, network access is provided via Citrix on any Citrix-compatible device, including contractor-owned equipment. Within two (2) weeks of contract award, NIEHS will provide computer laptops, as needed, to all Contractor personnel who require VPN access in order to complete the requirements of the contract. NIEHS provides computers based on an approved lifecycle policy and specifications. In addition, NIEHS may provide telecommunication and other equipment to Contractor personnel as agreed upon by the CO, COR/COR Designee, and Contractor.

The Government reserves the right to verify the need for VPN access for each Contractor staff for whom the Contractor requests GFE. The Government will provide the NIH-approved standard image and all other NIH-supported software, as needed.

NIEHS will provide the Development, Test, Pre-production, Production and any other server-based environment necessary to accomplish the stated work.

Government Furnished Information (GFI) will be accessible through the NIEHS network and paper copies, as needed. The following will be provided to the Contractor upon arrival and obtaining badging and access to the NIEHS network:

- Access to document repositories and file shares.
- System-related artifacts.
- Production system documentation.
- Access to NIEHS tools.
- System software and code.
- Other relevant information.

In addition, see the requirements of clause *FAR 52.245-1 – Government Property* incorporated in Section I of this contract.

### **3.7 GENERAL INVOICING INSTRUCTIONS**

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All invoices shall meet the requirements of Federal Acquisition Regulation (FAR) Subpart 32.9. Detailed invoicing instructions are attached.

### **3.8 RESERVED**

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### **3.9 CONTRACTOR PERFORMANCE EVALUATIONS**

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#### **a. Contractor Performance Evaluations**

Interim and Final evaluations of Contractor performance will be prepared on this contract in accordance with FAR Subpart 42.15. The Final performance evaluation will be prepared at the time of completion of work. In addition to the Final evaluation, Interim evaluation(s) will be prepared Annually on September 30.

Interim and Final evaluations will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor will be permitted thirty days to review the document and to submit additional information or a rebutting statement. If agreement cannot be reached between the parties, the matter will be referred to an individual one level above the Contracting Officer, whose decision will be final.

Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

#### **b. Electronic Access to Contractor Performance Evaluations**

Contractors may access evaluations through a secure Web site for review and comment at the following address: <http://www.cpars.gov>.

### **4. SPECIAL CONTRACT REQUIREMENTS**

#### **4.1 SECURITY**

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Security requirements are not applicable.

#### **4.2 COORDINATION WITH OTHER PERFORMING ACTIVITIES**

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The Contractor shall coordinate with NIEHS employees, other federal employees and third-party contractor personnel to meet the requirements of this contract. Examples include security and continuity functions, application and Web development, audits, inspections, program and project management, delivery services, construction, and telecommunication services. The NIEHS COR will notify the CO prior to facilitating initial contact between the Contractor and other third-party contractors performing work for NIEHS, as necessary.

#### **4.3 NON-PERSONAL SERVICES**

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In accordance with *FAR Subpart 37.104(b)*, Personal services contracts, no personal services shall be performed under this Contract. No Contractor employee will be directly supervised by a government employee. All individual contractor employee assignments, and daily work direction, shall be given by the applicable employee supervisor. If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.

#### **4.4 INHERENTLY GOVERNMENTAL FUNCTIONS**

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The Contractor shall not perform any inherently governmental actions under this contract as defined by *FAR Subpart 7.5*. No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this Contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government contractors in connection with this contract, the Contractor employee shall state that they have no authority to in any way change the contract and

that if the other contractor believes this communication to be a direction to change their contract, they should notify the Contracting Officer for the contract and not carry out the direction until a clarification has been issued by the Contracting Officer.

#### **4.5 ORGANIZATIONAL CONFLICT OF INTEREST**

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Organizational conflict of interest” means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. (*FAR 2.101*) An organizational conflict of interest may result when factors create an actual or potential conflict of interest on an instant contract, or when the nature of the work to be performed on the instant contract creates an actual or potential conflict of interest on a future acquisition. In the latter case, some restrictions on future activities of the contractor may be required. (*FAR 9.5*) The Contractor shall proactively manage Organizational Conflicts of Interest (OCI) to minimize and negate adverse impacts.

#### **4.6 SUBCONTRACTING AND TEAMING**

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The use of subcontractors is permitted under this contract with approval granted from the CO and COR. A Subcontracting Plan shall be submitted as part of the quote to the CO and must be approved prior to onboarding any subcontract staff.

#### **4.7 RIGHTS IN DATA**

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The Contractor agrees that upon completion (or termination with or without cause) of this contract, it shall have no property or possessor rights to any of the correspondence, files, or materials of whatever kind or description, or any copies or duplicates of such, whether developed or prepared by it or furnished to it by the Government in connection with the performance of this contract; and that upon demand it shall surrender immediately to the CO such items, matters, materials, and copies. The Contractor shall not provide any Government documents, information or licenses material in any form to sources not authorized by the Government, during or after performance of this contract, without the written approval of the COR.

To this end, the Contractor hereby agrees to accept the terms and conditions of *FAR clause 52.227-14, Rights in Data – General (May 2014)* which is incorporated into this contract by reference.

#### **4.8 DATA, DATA RIGHTS, AND COMPUTER SOFTWARE**

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Notwithstanding any other clause concerning data, data rights, and computer software and hardware under this contract, all data and source code produced, recorded, transferred, or manipulated under this contract will remain the exclusive property of the Government,

irrespective of the manner or method of recording or storage and no matter what form of computer mechanism is used in the processing of said information or data. All deployed application code shall be checked into the NIEHS enterprise source code repository.

#### **4.9 ACKNOWLEDGMENT OF FEDERAL FUNDING**

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The Contractor shall clearly state, when issuing statements, press releases, requests for quotes, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money: (1) the percentage of the total prices of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total prices of the project or program that will be financed by nongovernmental sources.

#### **4.10 DISSEMINATION OF FALSE OR DELIBERATELY MISLEADING INFORMATION**

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The Contractor shall not use contract funds to disseminate information that is deliberately false or misleading.

#### **4.11 REPORTING MATTERS INVOLVING FRAUD, WASTE AND ABUSE**

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Anyone who becomes aware of the existence or apparent existence of fraud, waste and abuse in NIH funded programs is encouraged to report such matters to the HHS Inspector General's Office in writing or on the Inspector General's Hotline. The toll-free number is 1-800-HHS-TIPS (1-800-447-8477). All telephone calls will be handled confidentially. The website to file a complaint on-line is: <http://oig.hhs.gov/fraud/hotline/> and the mailing address is:

US Department of Health and Human Services Office of Inspector General  
ATTN: OIG HOTLINE OPERATIONS  
PO Box 23489  
Washington, D.C. 20026

#### **4.12 TRANSITION**

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The Contractor shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of this contract.

A smooth and orderly transition between the Contractor and a predecessor or successor Contractor is necessary to ensure minimum disruption to vital Government business. The Contractor shall cooperate fully in the transition.

The Contractor shall adhere to the same professional and ethical standards of conduct required of Government personnel. The Contractor shall NOT:

- Discuss with unauthorized persons any information obtained in the performance of work under this contract.
- Conduct business not directly related to this contract on Government premises.
- Use computer systems and/or other Government facilities for company or personal business other than work related to this contract.
- Recruit on Government premises or otherwise act to disrupt official Government business.

It is the Government's intention to perform closeout procedures on contract. The Contractor agrees to perform those internal functions necessary to support this process in a timely manner. The contract closeout will occur as soon as possible after required audit and establishment of final rates, as applicable.

#### **4.13 SECTION 508 COMPLIANCE**

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All reports required herein shall be submitted in electronic format. In addition, one hardcopy of each report shall be submitted to the Contracting Officer.

All electronic reports submitted shall be compliant with Section 508 of the Rehabilitation Act of 1973. Additional information about testing documents for Section 508 compliance, including guidance and specific checklists, by application, can be found at: <http://www.hhs.gov/web/508/index.html> under "Making Files Accessible."

Paper and hardcopy reports are not acceptable.

## **5. CLAUSES & PROVISIONS**

### **5.1 FAR CLAUSES/PROVISIONS INCORPORATED BY REFERENCE**

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This document incorporates one or more clauses and/or 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. Also, the full text may be accessed electronically at this address: <https://www.acquisition.gov/content/part-52-solicitation-provisions-and-contract-clauses>.

| <b>Reference</b> | <b>Title</b>   | <b>Date</b> |
|------------------|--|-------------|
| 52.204-19        | Incorporation By Reference of Representations and Certifications | (Dec 2014)  |
| 52.232-39        | Unenforceability of Unauthorized Obligations                     | (Jun 2013)  |
| 52.233-2         | Service of Protest   | (Sept 2006) |

|           |   |              |
|-----------|---|--------------|
| 52.204-24 | Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment  | (Nov 2021)   |
| 52.212-4  | Contract Terms and Conditions—Commercial Products and Commercial Services   | (Dec 2023)   |
| 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  | (Nov 1999)   |
| 52.217-9  | Option to Extend the Term of the Contract (March 2000) The Government may extend the term of this contract by written notice to the Contractor within 15 days, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. | (March 2000) |
| 52.237-3  | Continuity of Services  | (Jan 1991)   |

## 5.2 FAR CLAUSES/PROVISIONS IN FULL TEXT

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### CLAUSES INCORPORATED BY FULL TEXT

#### CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS— COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 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 (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) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) ( [31 U.S.C. 6101 note](#)).

– (5) [Reserved].

– (6) [52.204-14](#), Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

– (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

– (8) [52.209-6](#), Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) ( [31 U.S.C. 6101 note](#)).

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

– (10) [Reserved].

– (11) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) ( [15 U.S.C. 657a](#)).

– (12) [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](#)).

– (13) [Reserved]

– (14) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2020) ( [15 U.S.C. 644](#)).

– (ii) Alternate I (MAR 2020) of [52.219-6](#).

– (15) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Nov 2020) ( [15 U.S.C. 644](#)).

– (ii) Alternate I (MAR 2020) of [52.219-7](#).

– (16) [52.219-8](#), Utilization of Small Business Concerns (Sep 2023) ( [15 U.S.C. 637\(d\)\(2\)](#) and (3)).

– (17) (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 2023) of [52.219-9](#).

– (18) (i) [52.219-13](#), Notice of Set-Aside of Orders (MAR 2020) ( [15 U.S.C. 644\(r\)](#)).

– (ii) Alternate I (MAR 2020) of [52.219-13](#).

– (19) [52.219-14](#), Limitations on Subcontracting (OCT 2022) ( [15 U.S.C. 637s](#)).

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

– (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) ( [15 U.S.C. 657f](#)).

\_ (22) (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](#).

\_ (23) [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\(m\)](#)).

\_ (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 (OCT 2022) ( [15 U.S.C. 637\(m\)](#)).

\_ (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) ( [15 U.S.C. 644\(r\)](#)).

\_ (26) [52.219-33](#), Nonmanufacturer Rule (SEP 2021) ( [15U.S.C. 637\(a\)\(17\)](#)).

\_ (27) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).

\_ (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Nov 2023) (E.O.13126).

\_ (29) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

\_ (30) (i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).

\_ (ii) Alternate I (FEB 1999) of [52.222-26](#).

\_ (31) (i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ( [38 U.S.C. 4212](#)).

\_ (ii) Alternate I (JUL 2014) of [52.222-35](#).

\_ (32) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ( [29 U.S.C. 793](#)).

\_ (ii) Alternate I (JUL 2014) of [52.222-36](#).

\_ (33) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ( [38 U.S.C. 4212](#)).

\_ (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

\_ (35) (i) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ( [22 U.S.C. chapter 78](#) and E.O. 13627).

- \_ (ii) Alternate I (MAR 2015) of [52.222-50](#) ( [22 U.S.C. chapter 78](#) and E.O. 13627).
  
- \_ (36) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [22.1803](#).)
  
- \_ (37) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) ( [42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
  - \_ (ii) Alternate I (MAY 2008) of [52.223-9](#) ( [42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
  
- \_ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
  
- \_ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
  
- \_ (40) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
  - \_ (ii) Alternate I (OCT 2015) of [52.223-13](#).
  
- \_ (41) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
  - \_ (ii) Alternate I (Jun2014) of [52.223-14](#).
  
- \_ (42) [52.223-15](#), Energy Efficiency in Energy- Consuming Products (MAY 2020) ( [42 U.S.C. 8259b](#)).
  
- \_ (43) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
  - \_ (ii) Alternate I (JUN 2014) of [52.223-16](#).
  
- \_ (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).
  
- \_ (45) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).

- \_ (46) [52.223-21](#), Foams (Jun2016) (E.O. 13693).
- \_ (47) (i) [52.224-3](#) Privacy Training (JAN 2017) (5 U.S.C. 552 a).
  - \_ (ii) Alternate I (JAN 2017) of [52.224-3](#).
- \_ (48) (i) [52.225-1](#), Buy American-Supplies (OCT 2022) ( [41 U.S.C. chapter 83](#) ).
  - \_ (ii) Alternate I (OCT 2022) of [52.225-1](#).
- \_ (49) (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](#).
- \_ (50) [52.225-5](#), Trade Agreements (Nov 2023) ( [19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- \_ (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_ (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- \_ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ( [42 U.S.C. 5150](#) ).
- \_ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ( [42 U.S.C. 5150](#) ).
- \_ (55) [52.229-12](#), Tax on Certain Foreign Procurements (FEB 2021).
- \_ (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) ( [41 U.S.C. 4505](#), [10 U.S.C. 3805](#) ).

\_ (57) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (Nov 2021) ( [41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).

\_ (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT2018) ( [31 U.S.C. 3332](#)).

\_ (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ( [31 U.S.C. 3332](#)).

\_ (60) [52.232-36](#), Payment by Third Party (MAY 2014) ( [31 U.S.C. 3332](#)).

\_ (61) [52.239-1](#), Privacy or Security Safeguards (AUG 1996) ( [5 U.S.C. 552a](#)).

\_ (62) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) ( [15 U.S.C. 637\(d\)\(13\)](#)).

\_ (63) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ( [46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)).

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

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

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

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

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

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

\_ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ( [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) [52.203-19](#), 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 (Dec 2023) (Section 1634 of Pub. L. 115-91).

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

(v) [52.219-8](#), Utilization of Small Business Concerns (OCT 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.

(vi) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

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

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

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

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

(xi) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

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

(xiii)

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

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

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

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

(xvi) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (E.O. 12989).  
(xvii) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

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

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

(B) Alternate I (JAN 2017) of [52.224-3](#).

(xx) [52.225-26](#), Contractors Performing Private Security Functions Outside

the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxi) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) ( [42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xxii) [52.232-40](#), 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](#).

(xxiii) [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)

### 5.3 HHSAR CLAUSES/PROVISIONS INCORPORATED BY REFERENCE

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This document incorporates one or more Department of Health and Human Service Acquisition Regulations (HHSAR) clauses and/or provisions by reference, with the same force and effect as if they were given in full text. The full text of a HHSAR clause can be viewed at:

<https://www.acquisition.gov/hhsar>.

| Reference  | Title  |
|------------|--|
| 352.222-70 | CONTRACTOR COOPERATION IN EQUAL EMPLOYMENT OPPORTUNITY INVESTIGATIONS (DEC 2015) |
| 352.223-70 | SAFETY AND HEALTH (DEC 2015)   |
| 352.239-74 | ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY (DEC 2015)                   |

#### HHSAR Clauses and/or provisions Incorporated by Full Text

##### **352.215-70** Late Proposals and Revisions (DEC 2015) Deviation

Notwithstanding the procedures contained in FAR 52.215-1(c)(3) of the provision of this solicitation entitled Instructions to Offerors-Competitive Acquisition, the Government may consider a proposal received after the date specified for receipt if it appears to offer significant cost or technical advantage to the Government and it was received before proposals were distributed for evaluation, or within 5 calendar days after the exact time specified for receipt, whichever is earlier.

(End of provision)

## 6. LIST OF ATTACHMENTS

This section lists and includes those attachments referenced in this document. The following are incorporated into this solicitation/award:

| Reference    | Title   | Location |
|--------------|---|----------|
| Attachment 1 | Invoice and Payment Provisions (Vendor has transitioned to IPP) | Page     |

## 7. REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF RESPONDENTS

### IF YOU INTEND TO SUBMIT A PROPOSAL, YOU MUST:

1. Go to the **System for Award Management (SAM)** and complete the Representations and Certifications. The SAM website may be accessed at: <https://www.sam.gov/content/home> ; and
2. Complete, and **INCLUDE as part of your BUSINESS PROPOSAL.**

If you are unable to access this SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS electronically, you may request a copy from the Contracting Officer identified on the cover page of this solicitation.

3. FAR Clause 52.204-19 **Incorporation by Reference of Representations and Certifications** (Dec 2014).

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.  
(End of clause).

## 4. INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

### A. GENERAL INSTRUCTIONS

The Government is issuing this competitive solicitation in accordance with FAR 13.5., Simplified Procedures for Certain Commercial Items. Interested parties must submit their quotation in accordance with the instructions contained herein.

Quoters are required to submit a written (1) Technical Submission, (2) Past Performance Submission, and (3) Business and Price Submission to the Contracting Officer. Quotations must be complete, self-sufficient, and respond directly to the requirements of this solicitation. Quoters should assume that the Government has no prior knowledge of their experience and will base its evaluation on the information presented in the quoter's quotation.

### B. SPECIFIC INSTRUCTIONS

This section provides general guidance for preparing quotations as well as specific instructions on the format and content of the submission. Your firm's quotation shall include all data and information requested by the solicitation and shall be submitted in accordance with these instructions. The quotation shall be compliant with the requirements of the solicitation. Non-

conformance with the instructions may result in removal of the quotation from further evaluation.

The Government will only accept electronic quotations. All quotations must be received by the contracting office no later than **Thursday, May 2, 2024, by 12:00 PM Eastern Standard**, via electronic mail at [shields3@niehs.nih.gov](mailto:shields3@niehs.nih.gov). All questions regarding the solicitation must be submitted by **Friday, April 26, 2024, by 10:00 AM** via electronic mail at [shields3@niehs.nih.gov](mailto:shields3@niehs.nih.gov). Please be advised that the Government reserves the right to transmit any questions and answers of a common interest to all prospective quoters. Your firm's Past Performance submissions are due with the quoter's overall quotation submission. However, your current and past clients should submit their Past Performance Survey Questionnaires directly to the Contracting Officer no later than **Friday, April 26, 2024, by 10:00 AM Eastern Standard** through electronic mail to [shields3@niehs.nih.gov](mailto:shields3@niehs.nih.gov) by close of business.

The Contractor shall ensure that all contract correspondence that is addressed to the Government is submitted in English. Quoters must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale. Quoters must submit all parts of the requested quotation.

The Government intends to evaluate quotations and award a contract without discussions with quoters. Therefore, it is the quoter's responsibility to present its best terms in its submission.

The quotation shall use the specific format below. These directions assist in providing a fair and equitable evaluation of all quotations. The Government may determine those quotations not following directions as unacceptable and may be precluded from further consideration. The quotations shall use:

- 8.5 by 11-inch size paper
- No less than 0.5-inch left hand margin and right-hand margin
- No less than 0.5-inch margins at both the top and bottom of each page
- Minimum 11-point Arial or Times New Roman font
- Legible tables, charts, graphs, and figures shall be used where practical to depict organizations, systems and layout, implementation schedules, plans, etc. These displays shall be uncomplicated and legible. For tables, charts, graphs, figures, and page numbers, the text shall be no smaller than 10-point Arial or Times New Roman.
- All documents shall be in a Microsoft Office compatible format.
- All pages single spaced
- Every page sequentially numbered; and
- Page numbers shall be centered in the bottom margin.

Any page that does not comply with these requirements will not be evaluated. The page count will be made by counting the pages from left to right, consecutively. Pages that exceed the page

limitation will not be evaluated. The quoter shall number each page consecutively. In the event the quoter creates an ambiguity in its numbering of the pages, the Government may exercise its own discretion in counting pages. The following will not count against page limitations: Title pages, table of contents pages, acronym lists, and page dividers (used to separate quotation sections). Pages will be counted if they contain any other information, i.e., diagrams, extraneous data, annexes, documentation, attachments, etc. and will count against the page limitations. Anything else not specifically specified in this paragraph will be included in the page count.

**C. CONTENT AND SUBMISSION INSTRUCTION**

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**Addendum to FAR PROVISION 52.212-1 EVALUATION--COMMERCIAL ITEMS (SEPT 2023)**

Quoters shall submit a consolidated quotation composed as follows: (must be provided via separate volumes via four separate submitted files):

- TRANSMITTAL/COVER LETTER
- VOLUME I – Technical Capability
- VOLUME II – Past Performance Submission
- VOLUME III – Price and Business Submission

The following table shows the page limits to which Quoters’ submissions must adhere:

| VOLUME | SECTIONS                            | PAGE LIMITATIONS |
|--------|-------------------------------------|------------------|
| I      | Transmittal/Cover Letter            | 1                |
| II     | Technical and Management Capability | 5                |
| III    | Past Performance Submission         | 5                |
| IV     | Price and Business Submission       | 5                |
|        | Total Page Count                    | 16               |

***See attached Evaluation Criteria***

**II. PAST PERFORMANCE SUBMISSION (VOLUME II)**

Quoters shall forward the applicable Past Performance Survey Questionnaire (“Attachment 2”) for their selected references to complete, not to exceed three references. Quoter references will then submit the completed questionnaire to the Contracting Officer by **Friday, April 26, 2024, by 10:00 AM**. These submissions will not count against the quotation page limitation.

In addition, a Past Performance submission is required. The submission shall identify three (3) Contracts and/or Task Orders with federal, state, local Government, commercial sources, or not-for-profit sources and should highlight the company's key role in the past performance being documented. This information shall consist of a one (1)-page introductory matrix listing the quoter's past performance references. The quoter shall provide a maximum of three (3) references. The quoter should include the rationale supporting the assertion of relevance for each reference. These references should also be from different contracts. To be considered, past performance data may not be older than three (3) years from the date of this solicitation and may include active contracts.

Past performance references shall be as a Prime Contractor on previous or current projects/tasks that are similar in size, scope, and complexity of the work identified in the PWS. Past performance does not necessarily have to be Government-related; however, it is important to demonstrate and provide evidence of past performance for work similar in size, scope and complexity to that described in the solicitation. The quoter is required to clearly demonstrate management actions implemented to overcome problems and the effects of those actions, in terms of improvements achieved or problems solved.

The Government reserves the right to use publicly available reports and resources available to the Government. The Government may also use present and/or past performance data obtained from a variety of sources, not just those contacts identified by quoters. For each reference, provide:

- a) Reference Name (Company or Entity)
- b) Program Title
- c) Contracting Agency/Private Company
- d) Contract Number/Task Order Number (if applicable)
- e) Brief description of the contract effort, including results and successes
- f) Type of Contract
- g) Period of Performance
- h) Original contract dollar value and current or actual dollar value
- i) Actual completion date
- j) Contact names, addresses, telephone numbers, and email addresses of current, or last (if contract completed) Program Director/Manager and/or Contract Manager.

### **III. PRICE & BUSINESS SUBMISSION (VOLUME III)**

Quoters shall submit a Price & Business quotation that addresses the following:

1. Total Price for Analysis.

**Assumptions:** All assumptions derived by the quoter relating to estimated prices shall be separately identified in the price section and shall reference the applicable paragraph and page number in the technical and management sections of the quoter's submission that provides corresponding discussion of the particular assumption.

A quote is presumed to represent a quoter's best effort to respond to the solicitation. Any inconsistency, whether real or apparent, between promised performances and price, must be explained in the quote. For example, if the intended use of new and innovative techniques is the basis for an abnormally low estimate, the nature of these techniques and their impact on price should be explained.

Any significant inconsistency, if unexplained, that raises a fundamental issue of the quoter's understanding of the nature and scope of work prescribed for this solicitation may be grounds for rejection of the quote or grounds for adjusting the quoted price.

## 5. EVALUATION FACTORS FOR AWARD

### **ADDENDUM TO FAR PROVISION 52.212-2 EVALUATION-- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)**

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**Basis for Award.** The Federal Acquisition Regulation (FAR), as supplemented by the Health and Human Services Acquisition Regulation (HHSAR) will be used to evaluate the quote and award this requirement. The major evaluation factors for this solicitation include **Factor I, Technical Capability, Factor II, Past Performance, and Factor III, Price.**

The Government will evaluate information based on the following evaluation criteria: (1) technical capability factor meeting or exceeding the requirement, (2) past performance, and (3) price.

- I. Factor 1 - Technical Capability
- II. Factor 2 - Past Performance
- III. Factor 3 - Price

Although the technical capability factor is of paramount consideration in the award of the contract, past performance and price are also important to the overall contract award decision. **All evaluation factors other than price, when combined, are significantly more important than price.** The Government intends to make one award to that Quoter whose combination of technical and price quotes represents the best value to the Government and is most advantageous in price and other factors considered, as well as within the available resources of NIEHS.

**The Government will evaluate the Technical Capability Factor using the following adjectival rating:**

| Rating  | Definition   |
|---|--|
| <b>Exceptional</b>  | Greatly exceeds all minimum requirements of the criteria; has a high probability of success; contains no weaknesses or deficiencies. The technical submission possesses numerous (5 or more) significant strengths (that are not offset by flaws).                                       |
| <b>Good</b>   | Exceeds all the minimum requirements of the criteria; has an above average probability of success; contains no significant weaknesses and only minor, correctable weaknesses exist. The technical submission possesses one or more significant strengths (that are not offset by flaws). |
| <b>Acceptable</b>   | Meets all the minimum requirements of the criteria; has an average probability of success; no significant weaknesses and any deficiencies can be readily corrected.  |
| <b>Marginal</b>   | Fails to meet one or more of the minimum requirements of the criteria; low probability of success; significant weaknesses and/or significant number of deficiencies exist.   |
| <b>Unacceptable</b>   | Fails to meet any of the minimum requirements of the criteria; submission needs major revisions; very low probability of success.  |
| NOTE: A Quoter must receive an adjectival rating of acceptable or above for each sub factor. Failure to meet the criteria will render the response not eligible for award. The Government will not make an award to any Quoter with an unacceptable rating or a deficiency in ANY factor or sub factor. |  |

II. **FACTOR 2 - PAST PERFORMANCE:** The Government will assess the Quoter’s recent and relevant past experience and performance as a measure of the Government’s confidence in the likelihood of the Quoter to successfully perform based on previous and current contract efforts. Recent past performance is defined as not more than three years from the RFQ release date; relevant in terms of size, scope, and complexity. The submission will be evaluated on the following:

- (iv) Relevancy of information provided and obtained from references provided by the Quoter, other relevant past performance information obtained from other sources known to the Government, and any information supplied by the Quoter concerning problems encountered on the identified contracts, as well as corrective action taken.
- (v) Relevancy of past performance to the SOW in quality of services; timeliness of performance and record of meeting schedules; ability to understand and resolve deficiencies in a timely manner with no adverse impact on the mission;

general responsiveness to contract requirements and to technical direction; and customer satisfaction.

**The Government will evaluate the Past Performance Factor using the following adjectival ratings:**

| Rating              | Definition  |
|---------------------|---|
| <b>Neutral</b>      | No past performance available for evaluation. Quoter has asserted that it has no directly related or similar relevant past performance experience. Submission receives no merit or demerit for this factor.   |
| <b>Outstanding</b>  | Based on the Quoter’s record of past performance, no issues, concerns, or risks are associated with receiving timely services and contract performance. Past performance surveys and the Quoter’s experiences indicate that the Quoter is capable of exceeding the requirements of the task order. The Quoter has demonstrated significant experience with and knowledge of the issues and problems of large organizations.           |
| <b>Good</b>         | The Quoter’s record of past performance indicates there is very little risk associated with receiving quality products, timely services and full contract performance. Past performance surveys and the Quoter’s experience indicate the Quoter will meet or exceed   |
| <b>Acceptable</b>   | The Quoter’s record of past performance indicates that there is some potential risk associated with receiving quality products, timely services, and contract performance. Past performance surveys and the Quoter’s experience indicate the Quoter may have some problems during performance of the task order. The Quoter has demonstrated limited experience with and knowledge of the issues and problems of large organizations. |
| <b>Unacceptable</b> | The Quoter’s record of past performance indicates it will be unable to perform successfully on the task order   |

- III. **FACTOR 3 - PRICE:** Price will not be assigned an adjectival rating. The Government will evaluate the total price of the Tasks to determine if the Quoters price is fair and reasonable utilizing price analysis techniques in accordance with the guidelines in FAR Part 13. For a price to be reasonable, it must represent a price to the Government that a prudent person would pay when consideration is given to prices in the market. Normally, price reasonableness is established through adequate price competition, but may also be determined through price analysis techniques as described in FAR 13.106.

**3.4 RATING DEFINITIONS & TERMS**

**Strength:** An element of the quotation which exceeds a requirement of the solicitation in a beneficial way to the Government.

**Weakness:** A flaw in the quotation that appreciably increases the likelihood of unsuccessful contract performance.

**Risk:** A risk is an aspect of a proposed approach, method, and/or quotation discussion that has the potential to negatively impact successfully meeting the Government's needs.

**Clarification:** Limited exchanges between the Government and quoters for the purpose of enhancing the Government's understanding of quotations, without entering into discussions, or requesting a revision to the quoter's quotation.

**Deficiency:** A material failure of a quote to meet a Government requirement, as established in the solicitation, and renders the quote unacceptable; for example, omits data, making it impossible to assess compliance with the evaluation factors, or contains ambiguities that must be clarified before an assessment of compliance can be made.

**Omission:** Information requested in the solicitation that was not provided in the quoter's submission. An omission is not necessarily a deficiency if it is not material in nature and the intent of the quoter can be readily determined.