

Posting Date: July 12, 2021

Closing Date: July 22, 2020 11:30 a.m. ET

Reference Number: 21-040393

To: NCI Bid Board

From: Tanika Crossen  
NCI P-ARC Program Analyst  
[crossent@nih.gov](mailto:crossent@nih.gov)

Subject: NCI Bid Board Posting – Maintenance contract Epifluorescence Microscope and Imaging System

Among the defining concepts of the Genetics Branch is one that underlies its basic research focus and others that form the foundation of its clinical and translational research activities. The concept that underlies basic research is that cancer is a genetic disease caused by genetic instability. That instability is a function of all the inherited and acquired effects that mediate plasticity and alterability at the level of DNA. The success of molecular genetics over the past two decades has been the identification of genes involved in pathways of growth and development, and the identification of the mechanisms by which the normal regulation and/or products of these genes are altered in cancer. The elucidation of the necessary and sufficient factors that govern genetic instability, the description of the common and disparate themes among different types of instability, and the cataloging of distinct patterns of gene expression in tumors compared to the normal tissues from which they arise are within the purview and distinct perspective of this branch. There is, in addition, a clinical/translational mantle that this branch is called upon to shoulder.

The purpose of this acquisition is to service Epifluorescence Microscope and Imaging System.

Specific chromosomal aneuploidies play a pivotal role in tumorigenesis. Despite chromosomal instability and structural changes, tumor specific genomic imbalances are the unifying abnormality in epithelial cancer genomes. In fact, such aneuploidies emerge early during the sequential stages of increased cellular proliferation and eventual transformation. The visualization of these specific genomic alterations would therefore serve as a potent diagnostic tool for improving the predominantly morphology-based assessment of the propensity of dysplastic, pre-cancer lesions to progress to invasive disease and to arrive at a definitive diagnosis. For these reasons, we have focused our translational efforts on tumor types for which either aspiration or exfoliative cytological sampling is standard clinical practice. Treatment of cancer with curative intent requires the early detection of premalignant and malignant lesions. When cancer is detected at the time when clinical symptoms, such as weight loss, pain, or bleeding, occur, the prognosis is significantly worse. Therefore, screening programs for early detection of cancer and pre-malignant disease have been put into practice. Specific examples of routine screening tests include PAP-smear screening for cervical cancer, PSA testing for prostate cancer and mammography for breast cancer.

Sole Source Justification:

The Leica DM6, DFC9000 GT, DFC4500, and LAS X software w/ THUNDER, which are only available from Leica directly, provide a blend of ease of use and image analysis capability that perfectly meets the needs of a wide variety of researchers. Leica imaging solution represent a unique opportunity to further the research capabilities of the lab.

Attached Documents:  
SF18

Statement of Work

FAR Clause 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.

FAR Clause 52.213-4 Simplified Acquisitions Terms and Conditions (AUG 2020) is applicable and available in full text upon request.

<b>REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)</b>		THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE		PAGE 1 OF 1 PAGES 1	
1. REQUEST NO. 21-040393	2. DATE ISSUED 7/12/2021	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING	
5a. ISSUED BY NCI CCR Purchasing Administrative Resource Center			6. DELIVER BY (Date)		
5b. FOR INFORMATION CALL (NO COLLECT CALLS)			7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)		
NAME Tanika Crossen, Program Analyst		TELEPHONE NUMBER AREA CODE NUMBER 301 480-0602		9. DESTINATION a. NAME OF CONSIGNEE NIH, NCI	
8. TO:		b. STREET ADDRESS			
a. NAME		b. COMPANY Leica Microsystems		c. CITY Bethesda	
c. STREET ADDRESS			c. CITY Bethesda		
d.. CITY		e.. STATE	f.. ZIP CODE	d.. STATE MD	e. ZIP CODE 20892
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date)		<b>IMPORTANT:</b> This is a request for information, and quotations furnished are not offers. If you are unable to quote, please indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.			
7/22/2020 11:30 EST					
11. SCHEDULE (Include applicable Federal, State and local taxes)					
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	Maintenance contract Epifluorescence Microscope and Imaging System- 1yr  Notice of Intent: If submitting a capability statement, please e-mail only 1 copy of the technical capability statement to Tanika Crossen @ crossent.mail.nih.gov  See attached statement of work  This will be awarded as a Firm-Fixed Price Contract.				
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d.. CALENDAR DAYS NUMBER PERCENTAGE
NOTE: Additional provisions and representations		are	are not attached.		
13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION
a. NAME OF QUOTER			16. SIGNER		
b. STREET ADDRESS			a. NAME (Type or print)		b. TELEPHONE AREA CODE
c. COUNTY			c. TITLE (Type or print)		NUMBER
d. CITY		e. STATE	f. ZIP CODE		

## Statement of Work

### 1. Epifluorescence Microscope and Imaging System

#### Leica

1. Thunder Imager 3D Tissue, No : 11510057
2. 1TB SSD RAID Option f. LAS X Workstation, No : 11640632
3. Keyboard US, No : 11600220
4. Dust cover for DM4/5/6000 with camera, No : 11505171
5. Chroma DAPI (380ex) Kcube with 460em, No : 8117360
6. ChromaK cubeAqua FISH\_ET 49302, No : 8116474
7. ChromaK cube\_Gold FISH 49304, No : 8116
8. ChromaK cube\_Red#2 FISH 49310, No : 8117343
9. ChromaK cube\_Green#1 FISH 49303, No : 8117344
10. ChromaK cube\_Orange#2 FISH 49309, No : 8117345
11. Filterset ETCy5 narrow,size"K"49009, No : 11532794
12. Obj. HC PL FLUOTAR 2.5x/0.07, No : 11506523
13. Obj. HC PL FLUOTAR 5x/0.15, No : 11506224
14. Obj. HC PL APO 10x/0.45, No : 11506410
15. Obj. HC PL APO 20x/0.80, No : 11506529
16. Obj. HCX PL APO 40x/1.30 OIL, No : 11506329
17. Obj. HC PL APO 63x/1.400.60 OIL, No : 11506349
18. Obj.HCX PL APO 100x/1.400.70 OIL, No : 11506220
19. Filter system analyzer, No : 11513900
20. ICTcondenser prism K3, No : 11555017
21. ICTcondenser prism K4, No : 11555018
22. ICPrism D for objective, No : 11555010
23. ICPrism E for objective, No : 11555046
24. Leica DMC4500 Digital Camera & SW Kit, No : 12730517
25. CMount HC 0.70x, No : 11541543
26. Mirror housing 106, No : 11504053
27. Lamp housing 106Z Hg 100W, 1", 6 lenses, No : 11504114
28. CoolLED pE300lite 400 dir mount DM+DMI, No : 8114933

#### BioView

1. Exchange Windows 7 computer on BioView Scanning system to Windows 10 computer, part number BV-DUETCOMP-UPG
2. Exchange Solo Windows 7 Solo Software License to Windows 10 compatible License, part number BV-SOLOLIC-UPG
3. BioView Solo Offline Workstation Software only (Windows 10), part number BV-SOLO-SW
4. Exchange existing Camera to 5MP CMOS Camera, part number BV-Camera-UPG

## **2. Delivery**

50 South Drive, Bldg. 50, Rm. 1408, Bethesda, MD 20892-8010

## **3. Installation**

Installation (field assembly, interconnection, equipment calibration and check-out) is to be performed by the Company's trained technical employees and is included in the price. The Company shall be entitled to employ sub-contractors and/or agents to assist in or carry out, in whole or in part, the installation.

The Buyer shall be responsible for preparing, at its own expense, the installation site in accordance with the Company's instructions and requirements. The Buyer shall provide the Company with reasonable access to the installation site before delivery, for purposes of determining site readiness for installation, and shall designate an individual on Buyer's staff to serve as a contact person for all site preparation and installation issues.

Buyer shall obtain at its expense and keep effective all permissions, licenses, and permits whenever required in connection with the installation and/or use of the Equipment and the premises where the Equipment shall be situated.

## **4. Training**

INCLUDES ON-SITE TRAINING

## **5. Warranty/Maintenance**

INCLUDES 12 MONTH FULL WARRANTY

**a. WARRANTY.** Equipment is warranted by the Company for a period of One year for all parts and One year for software. The Company guarantees material and manufacturing defects under normal use when operated by trained and competent operators and properly serviced and maintained. Warranty service will be provided in accordance with the Company's standard Warranty terms, a copy of which will be provided to Buyer upon request.

**b. LIMITATIONS OF WARRANTY - PRODUCTS OF OTHERS.** No warranty whatsoever is provided by the Company hereunder as to products manufactured by other than the Company. The Company's sole obligation with respect to any material or part identified in the quotation, literature, or specifications furnished to the Buyer as manufactured or supplied by others, shall be to pass on to the Buyer the applicable manufacture's warranties, if any. Company shall not be liable for any repairs or alterations made by the Buyer or others without the Company's written consent. Any sample or literature exhibited to Buyer was to illustrate the general type of goods and not an affirmation that the Equipment will conform.

**c. LIMITATIONS OF WARRANTY – CUSTOMER INFORMATION.** Products supplied by Company collect and store customer data in electronic format. Company Products include data backup capabilities and Buyer is trained on use of such software. In the event that a hardware failure occurs (hard drive failure, etc.) No warranty is provided by the Company as to the ability of Company or outside vendor to recover such data. Company will for a quoted cost provide data recovery services if requested. No warranty as to the ability to recover the data is made.

**LIMITATION OF LIABILITY.** The foregoing are exclusive and in lieu of all other warranties, whether written or oral, implied or statutory. ***NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY. IN NO EVENT WHATSOEVER SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES OR LOSSES OF BUYER ARISING OUT OF THIS TRANSACTION OR THE USE OR THE MISUSE OF ANY PART THEREOF, WHETHER BASED UPON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY.*** No employee, agent or representative of The Company has the authority to bind The Company to any oral representation or warranty. Any written or oral representation or warranty not expressly contained in this agreement or signed by an officer of The Company shall not be enforceable against The Company.

## **52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.**

As prescribed in 4.2105(a), insert the following provision:

### Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020)

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

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

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

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

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

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

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

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

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

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

(d) *Representations.* The Offeror represents that—

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

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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



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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

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Signed / Date

## **52.213-4 Terms and Conditions-Simplified Acquisitions (Other Than Commercial Items).**

As prescribed in [13.302-5\(d\)](#), insert the following clause:

### TERMS AND CONDITIONS-SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (AUG 2020)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) [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)).

(ii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(iii) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

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

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

(vi) [52.222-26](#), Equal Opportunity (*Sept* 2016) (E.O.11246).

(vii) [52.225-13](#), Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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

(ix) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub.L.108-77, 108-78 ([19 U.S.C. 3805 note](#))).

(2) Listed below are additional clauses that apply:

(i) [52.232-1](#), Payments (APR 1984).

(ii) [52.232-8](#), Discounts for Prompt Payment (FEB 2002).

(iii) [52.232-11](#), Extras (APR 1984).

(iv) [52.232-25](#), Prompt Payment (JAN 2017) .

(v) [52.232-39](#), Unenforceability of Unauthorized Obligations (JUN 2013).

(vi) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (DEC 2013).

(vii) [52.233-1](#), Disputes (MAY 2014).

(viii) [52.244-6](#), Subcontracts for Commercial Items (AUG 2020).

(ix) [52.253-1](#), Computer Generated Forms (JAN 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020)(Pub. L. 109-282) ([31 U.S.C. 6101 note](#)) (Applies to contracts valued at or above the threshold specified in FAR [4.1403](#)(a) on the date of award of this contract).

(ii) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (JAN 2020) (E.O.13126) (Applies to contracts for supplies exceeding the micro-purchase threshold, as defined in FAR [2.101](#) on the date of award of this contract).

(iii) [for Materials, Supplies, Articles, and Equipment](#), Contracts for Materials, Supplies, Articles, and Equipment (JUN 2020) ([41 U.S.C.chapter 65](#)) (Applies to supply contracts over the threshold specified in FAR [22.602](#) on the date of award of this contract, in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iv) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C.4212](#)) (Applies to contracts valued at or above the threshold specified in FAR [22.1303](#)(a) on the date of award of this contract).

(v) [52.222-36](#), Equal Employment for Workers with Disabilities (JUN 2020) ([29 U.S.C.793](#)) (Applies to contracts over the threshold specified in FAR [22.1408](#)(a) on the date of award of this contract, unless the work is to be performed outside the United States by employees recruited outside the United States). (For purposes of this clause, "United States" includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(vi) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C.4212](#)) (Applies to contracts valued at or above the threshold specified in FAR [22.1303](#)(a) on the date of award of this contract).

(vii) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C.chapter 67](#)) (Applies to service contracts over \$2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf).

(viii)

(A) [52.222-50](#), Combating Trafficking in Persons (JAN 2019) ([22 U.S.C. chapter78](#) and E.O 13627) (Applies to all solicitations and contracts).

(B) Alternate I (MAR 2015) (Applies if the Contracting Officer has filled in the following information with regard to applicable directives or notices: Document title(s), source for obtaining document(s), and contract performance location outside the United States to which the document applies).

(ix) [52.222-55](#), Minimum Wages Under Executive Order 13658 (DEC 2015) (Applies when [52.222-6](#) or [52.222-41](#) are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia)).

(x) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706) (Applies when [52.222-6](#) or [52.222-41](#) are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia).)

(xi) [52.223-5](#), Pollution Prevention and Right-to-Know Information (MAY 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

(xii) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693)(applies to contracts for products as prescribed at FAR [23.804](#)(a)(1)).

(xiii) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693) (Applies to maintenance, service, repair, or disposal of refrigeration equipment and air conditioners).

(xiv) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)) (Unless exempt pursuant to [23.204](#), applies to contracts when energy-consuming products listed in the ENERGY STAR® Program or Federal Energy Management Program (FEMP)) will be-

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance).

(xv) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons as a propellant or as a solvent; or contracts for maintenance or repair of electronic or mechanical devices).

(xvi) [52.223-21](#), Foams (JUN 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons as a foam blowing agent; or contracts for construction of buildings or facilities).

(xvii) [52.225-1](#), Buy American-Supplies (MAY 2014) ([41 U.S.C. chapter 67](#)) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold, as defined in FAR [2.101](#) on the date of award of this contract, and the acquisition-

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see [19.502-2](#)), and does not exceed \$25,000).

(xviii) [Excess Food Donation to Nonprofit Organizations](#), Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) ([42 U.S.C. 1792](#)) (Applies to contracts greater than the threshold specified in FAR [26.404](#) on the date of award of this contract, that provide for the provision, the service, or the sale of food in the United States).

(xix) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT 2013) (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) as its source of EFT information).

(xx) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (JUL 2013) (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information).

(xxi) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) ([46 U.S.C.App.1241](#)) (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at [47.504\(d\)](#))).

(2) Listed below are additional clauses that may apply:

(i) [52.204-21](#), Basic Safeguarding of Covered Contractor Information Systems (JUN 2016) (Applies to contracts when the contractor or a subcontractor at any tier may have Federal contract information residing in or transiting through its information system.

(ii) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUN 2020) (Applies to contracts over the threshold specified in FAR [9.405-2\(b\)](#) on the date of award of this contract).

(iii) [52.211-17](#), Delivery of Excess Quantities (*Sept* 1989) (Applies to fixed-price supplies).

(iv) [52.247-29](#), F.o.b. Origin (FEB 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) [52.247-34](#), F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) 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):

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*[Insert one or more Internet addresses]*

(d) *Inspection/Acceptance.* The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights-

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)