

Posting Date: August 26, 2022

Closing Date: September 5, 2022, 11:30 a.m. ET

Reference Number: 22-050538

To: NCI Bid Board

From: Tanika Crossen
NCI CCR Procurement, Program Analyst
crossent@nih.gov

Subject: NCI Bid Board Posting – perform UbScan Mass-spec service

The Laboratory of Cellular and Molecular Biology (LCMB) has a long and distinguished history in the study of signal transduction mechanisms that control normal cell growth and, when altered, lead to malignant transformation. Through the 1980s and 1990s many critical signaling molecules including growth factors, growth factor receptors and intracellular transduction molecules were first identified and characterized in the LCMB. The mission of LCMB remains focused on performing cutting-edge, world-class research in this field of biology, and important discoveries continue. LCMB Investigators focus on defining signaling components and pathways and understanding their regulation. The relationship of signaling to cellular growth and death, transcriptional regulation, mitosis, cellular differentiation and organogenesis, cell adhesion, motility and chemotaxis are more complex topics under investigation. Alterations in signaling leading to oncogenesis, unregulated growth and metastasis are also studied. In all cases the goal LCMB hopes to achieve is outstanding, innovative and high-impact science.

Dr. Zhang's lab focuses on understanding TGF-beta signaling and functions of E3 ligase Smurfs. On the project of Smurf ubiquitin E3 ligases, she carried out detailed studies of Smurf1 and Smurf2-deficient mice, which were generated by her group. These tools allowed her group to assess the physiological significance of Smurfs in TGF-beta signaling and tumorigenesis. They found that Smurf2-deficient mice are predisposed to a variety of tumor types when they are aged, thus uncovering a tumor suppressor role of Smurf2. However, she also found that Smurf1 and Smurf2 are up-regulated in human breast cancer tissues, and showed that they can promote cancer cell migration and invasion in cell culture assays. These studies revealed a multifaceted role of Smurfs in tumorigenesis. They would like to further explore the role of Smurfs in tumorigenesis by investigating molecular mechanisms that underlying different functions of Smurfs during tumorigenesis and progression.

The primary objective of this project is to identify ubiquitin substrates of Smurf E3 ligases by comparing protein ubiquitination pattern in TGF-beta-treated cells with wild type Smurfs, and Smurf double KO. Identifying physiological substrates of Smurf E3 ligases is a key step in understanding molecular mechanisms of Smurf function, and it will certainly advance our understanding of distinct physiological and pathological functions of Smurfs in cell proliferation, differentiation, and tumorigenesis.

The National Cancer Institute plans to purchase UbScan Mass-spec service from Cell Signaling,

Danvers, MA to perform this work. This is not a request for a competitive quotation. However, if any interested party believes it can meet the attached requirements, it may submit a statement of capabilities. The capability statement must be in writing and must contain information and material in sufficient detail to allow NCI to determine if the party can fully meet this requirement. The capability statement must be received in the contracting office by 11:30 AM on September 5, 2022, ET. A determination by the Government not to compete this requirement based upon responses to this notice is solely within the discretion of the Government. Information received will be considered solely for the purpose of determining whether to conduct a competitive procurement.

Sole Source Justification:

UbiScan is a unique, powerful, and patented methodology. The K-GG antibody underlying UbiScan enables the capture of ubiquitin-remnant (-GG) tagged peptide following trypsin digesting of whole cell lysates. K-GG containing peptides are analyzed by LC-MS/MS to identify and quantify 100's to over 1,000 ubiquitinated sequences. The contractor is the only company in the marketplace that can perform UbiScan Services [The method and technology are described and claimed in U.S. Patent Number 7,198,896, 7,300,753, 2014/0094594 and foreign equivalents]. There are no agents or dealers authorized to represent these products and services.

Attached Documents:

SF18

Statement of Work

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

REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)	THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE	PAGE OF PAGES 1 OF 1
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1. REQUEST NO. 22-050538	2. DATE ISSUED 8/26/2022	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
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5a. ISSUED BY
NCI CCR Purchasing Administrative Resource Center

5b. FOR INFORMATION CALL (NO COLLECT CALLS)

NAME Tanika Crossen, Program Analyst	TELEPHONE NUMBER AREA CODE NUMBER 301 480-0602	7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)
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8. TO: NIH, NCI

a. NAME	b. COMPANY Cell Signaling Technology	b. STREET ADDRESS
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c. STREET ADDRESS	c. CITY Bethesda
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d.. CITY	e.. STATE MD	f.. ZIP CODE 20892	d.. STATE	e. ZIP CODE 20892
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10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date)
9/5/22 11:30 EST

IMPORTANT: 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.

11. SCHEDULE (Include applicable Federal, State and local taxes)

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITIES (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	<p>Perform UbScan Mass-spec service</p> <p>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</p> <p>See attached statement of work</p> <p>This will be awarded as a Firm-Fixed Price Contract.</p>				

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d.. CALENDAR DAYS NUMBER PERCENTAGE
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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)	
d. CITY	e. STATE	f. ZIP CODE
		NUMBER

STATEMENT OF WORK (SOW)

1.0 Title

Ubscan to identify Smurf E3 ligase substrates in vivo

2.0 Background:

Dr. Zhang's lab focuses on understanding TGF-beta signaling and functions of E3 ligase Smurfs. On the project of Smurf ubiquitin E3 ligases, she carried out detailed studies of Smurf1 and Smurf2-deficient mice, which were generated by her group. These tools allowed her group to assess the physiological significance of Smurfs in TGF-beta signaling and tumorigenesis. They found that Smurf2-deficient mice are predisposed to a variety of tumor types when they are aged, thus uncovering a tumor suppressor role of Smurf2. However, she also found that Smurf1 and Smurf2 are up-regulated in human breast cancer tissues, and showed that they can promote cancer cell migration and invasion in cell culture assays. These studies revealed a multifaceted role of Smurfs in tumorigenesis. They would like to further explore the role of Smurfs in tumorigenesis by investigating molecular mechanisms that underlying different functions of Smurfs during tumorigenesis and progression.

2.1 Objective

The primary objective of this project is to identify ubiquitin substrates of Smurf E3 ligases by comparing protein ubiquitination pattern in TGF-beta-treated cells with wild type Smurfs, and Smurf double KO. Identifying physiological substrates of Smurf E3 ligases is a key step in understanding molecular mechanisms of Smurf function, and it will certainly advance our understanding of distinct physiological and pathological functions of Smurfs in cell proliferation, differentiation, and tumorigenesis.

Technical Considerations – UbiScan is a unique, powerful, and patented methodology. The K-GG antibody underlying UbiScan enables the capture of ubiquitin-remnant (-GG) tagged peptide following trypsin digesting of whole cell lysates. K-GG containing peptides are analyzed by LC-MS/MS to identify and quantify 100's to over 1,000 ubiquitinated sequences. The contractor is the only company in the marketplace that can perform UbiScan Services [The method and technology are described and claimed in U.S. Patent Number 7,198,896, 7,300,753, 2014/0094594 and foreign equivalents]. There are no agents or dealers authorized to represent these products and services.

3.0 Scope

4.0 Contract Requirements

Contractor shall confirm Sample quality before processing Samples for UbiScan® Discovery analysis and notify the Customer if any of the Samples do not meet appropriate requirements for UbiScan® Discovery analysis as outlined in the UbiScan® Protocols. If the contractor determines that any of the Samples do not meet specified sample requirements due to insufficient Sample preparation or improper Sample handling by the Customer ("**Sample Failure**"), the contractor-generated data demonstrating Sample Failure shall be presented to

the Customer, and upon agreement between the parties, the Customer shall prepare a set of replacement Samples and contractor shall then proceed with the Services.

The Contractor shall perform the following:

- (1) Samples shall be normalized by weight (milligrams of protein extract).
- (2) Samples shall be protease digested and fractionated by solid-phase extraction.
- (3) Fractionated peptide Samples shall be incubated with the designated immobilized K-GG antibody and peptides containing the corresponding ubiquitin-remnant (-GG) shall be eluted. The peptide solution remaining after immunoaffinity purification shall be retained and stored properly to enable further UbiScan® Discovery analyses, discarded and/or returned to Customer.
- (4) The peptide fraction eluted from K-GG antibody will be analyzed by liquid chromatography-tandem mass spectrometry.
- (5) Tandem mass spectra shall be assigned to peptide sequences using Sequest™ or a comparable program. Peptide sequence assignments shall be linked to parent ion peak intensities to measure approximate fold-changes in validated peptides between paired Samples.

5.0 Type of Order

This is a firm fixed price purchase order.

6.0 Period of Performance

The Period of Performance shall be 8 weeks. The contractor shall deliver final results within 4-6 weeks upon receiving samples from Dr. Zhang.

7.0 Place of Performance

The place of performance shall be at the contract's company.

8.0 Reports/Deliverables and Delivery schedule

A. Reports –

- (1) A data presentation file to serve as a user's guide when reviewing and interpreting UbiScan® Discovery data tables, provided in electronic form (PowerPoint and PDF files).
- (2) A detailed results table containing the list of all redundant sequence assignments that pass CST-specified score filters and that are consistent with the recognition properties of the residue- or motif-specificity of the antibody used in UbiScan® Discovery analysis, provided only in electronic form (Excel File).
- (3) A summary results table containing a non-redundant list of sequence assignments with their corresponding sequence annotation, including the species-specific proteins containing identified sequences, protein database accession number, modified residue number, the Sequest scores and data quality metrics to enable evaluation of assignment quality, the parent ion intensities and corresponding relative fold-changes, provided in electronic form (Excel File).

(4) An informatics table containing bioinformatic details and related functional biology for all sites identified in the Services, provided only in electronic form (Excel File).

(5) All processed tandem mass spectra as files and Sequest results files in one or more of the following format(s) will be provided upon request:

Sequest OUT, DTA or mzXML.

(Deliverables – see above B Reports.

- B. Schedule – The contractor shall deliver final results within 4-6 weeks upon receiving samples from Dr. Zhang.

9.0 Payment

Payment shall be made in 2 times, 50% of quote total when samples are received by contract and passed quality control. 50% of quote total when service and data analysis is complete and data package is sent to customer. Payment authorization requires submission and approval of invoices to the COR and NIH OFM, in accordance with the attached payment provisions listed below:

The following clause is applicable to all Purchase Orders, Task or Delivery Orders, and Blanket Purchase Agreement (BPA) Calls: PROMPT PAYMENT (JUL 2013) FAR 52.232-25. Highlights of this clause and NIH implementation requirements follow:

I INVOICE REQUIREMENTS

- A. An invoice is the Contractor's bill or written request for payment under the contract for supplies delivered or services performed. A proper invoice is an "Original" which must include the items listed in subdivisions 1 through 12, below, in addition to the requirements of FAR 32.9. If the invoice does not comply with these requirements, the Contractor will be notified of the defect within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish, and 5 days for perishable agricultural commodities, dairy products, edible fats or oils) with a statement of the reasons why it is not a proper invoice. (See exceptions under II., below.) Untimely notification will be taken into account in the computation of any interest penalty owed the Contractor.

1. Vendor/Contractor: Name, Address, Point of Contact for the invoice (Name, title, telephone number, e-mail and mailing address of point of contact).
2. Remit-to address (Name and complete mailing address to send payment).
3. Remittance name must match exactly with name on original order/contract. If the Remittance name differs from the Legal Business Name, then both names must appear on the invoice.
4. Invoice date.
5. Unique invoice #s for all invoices per vendor regardless of site.
6. NBS document number formats must be included for awards created in the NBS: Contract Number; Purchase Order Number; Task or Delivery Order Number and Source Award Number (e.g., Indefinite Delivery Contract number; General Services Administration number); or, BPA Call Number and BPA Parent Award Number.

7. Data Universal Numbering System (DUNS) or DUNS + 4 as registered in the Central Contractor Registration (CCR).
8. Federal Taxpayer Identification Number (TIN). In those exceptional cases where a contractor does not have a DUNS number or TIN, a Vendor Identification Number (VIN) must be referenced on the invoice. The VIN is the number that appears after the contractor's name on the face page of the award document.
9. Identify that payment is to be made using a three-way match.
10. Description of supplies/services that match the description on the award, by line billed.*
11. Freight or delivery charge must be billed as shown on the award. If it is included in the item price do not bill it separately. If identified in the award as a separate line item, it must be billed separately.
12. Quantity, Unit of Measure, Unit Price, Extended Price of supplies delivered or services performed, as applicable, and that match the line items specified in the award.*

* NOTE: If your invoice must differ from the line items on the award, please contact the Contracting Officer before submitting the invoice. A modification to the order or contract may be needed before the invoice can be submitted and paid.

B. Mail an original and 1 copy of the itemized invoice to:

National Institutes of Health
 Office of Financial Management, Commercial Accounts
 2115 East Jefferson Street, Room 4B-432, MSC 8500
 Bethesda, MD 20892-8500

For inquiries regarding payment call: (301) 496-6088

In order to facilitate the prompt payment of invoices, it is recommended that the vendor submit a photocopy of the invoice to the "Consignee" designated for the acquisition in blocks 6A – 6E of the face page of the Order/Award document.

II. INVOICE PAYMENT

- A. the due date for making invoice payments by the designated payment office shall be the later of the following two events:
 1. The 30th day after the designated billing office has received a proper invoice.
 2. The 30th day after Government acceptance of supplies delivered or services performed.
- B. The due date for making invoice payments for meat and meat food products, perishable agricultural commodities, dairy products, and edible fats or oils, shall be in accordance with the Prompt Payment Act, as amended.

III. INTEREST PENALTIES

- A. An interest penalty shall be paid automatically, if payment is not made by the due date and the conditions listed below are met, if applicable.
 1. A proper invoice was received by the designated billing office.

2. A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or contractor compliance with a term or condition.
3. In the case of a final invoice for any balance of funds due the contractor for supplies delivered or services performed, the amount was not subject to further settlement actions between the Government and the Contractor.

B. Determination of interest and penalties due will be made in accordance with the provisions of the Prompt Payment Act, as amended, the Contract Disputes Act, and regulations issued by the Office of Management and Budget.

IV. PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS, FAR 52.232-40 (DEC 2013)

- a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.
- b) The acceleration of payments under this clause does not provide any new rights under the prompt Payment Act.

Include the substance of this clause, include this paragraph c, in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

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):

[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)