

Posting Date: October 7, 2024  
Closing Date: October 17, 11:30 a.m. ET  
Reference Number: 25-001495  
To: NCI Bid Board  
From: Tanika Graves  
NCI/OA Procurement Branch  
Contract Specialist [gravesta@nih.gov](mailto:gravesta@nih.gov)

Subject: NCI Bid Board Posting – Atomic Force Microscope installation and training for Cypher VRS to VRS1250 Upgrade

The research program in the Laboratory of Receptor Biology and Gene Expression concerns the elucidation of mechanisms involved in regulating genetic expression in eukaryotic cells, the architecture and organization of the mammalian nucleus, and the identification of genes and regulatory processes involved in modulated states of expression during oncogenesis.

This acquisition is for installation and training for the Cypher VRS to VRS1250 upgrade. The purpose of the acquisition is for The National Cancer Institute, Center for Cancer Research, Laboratory of Receptor Biology and Gene Expression, Chromatin Structure and Epigenetic Mechanisms Group, to obtain a high speed, Cypher VRS upgrade for our Atomic Force Microscope (AFM).

The Chromatin Structure and Epigenetic Mechanisms (CSEM) section is particularly interested in studying chromatin and nucleosomal structure of normal and tumor tissue, which may be perturbed during cancer. These studies will use minimal amounts of patient tumor samples. To perform unbiased, structural, and topographical studies on cancer chromatin and nucleosomes, the branch must use AFM to examine chromatin structure, higher order folding, and chromatin/nucleosomal dynamics. To investigate dynamics as chromatin structure changes within milliseconds, the lab must utilize an AFM with high-speed capability to capture as many structures/conformations as possible.

The National Cancer Institute plans to purchase this atomic force microscope from Asylum Research, Santa Barbara, CA. 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 October 17, 2024, ET. A determination by the Government not to compete with this requirement based upon responses to this notice is solely within its discretion. Information received will be considered exclusively to determine whether to conduct a competitive procurement.

Sole Source Justification:

There are proprietary components in this upgrade that can only be fulfilled by Asylum Research.

Attached Documents:

SF18

Statement of Need

FAR Clause 52.213-4 Simplified Acquisitions Terms and Conditions (JULY 2021) is applicable and available in full text upon request.

**REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)**

THIS RFQ  IS  IS NOT A SMALL BUSINESS SET-ASIDE

PAGE 1 OF 1 PAGES 1

1. REQUEST NO. 25-001495 2. DATE ISSUED 10/7/2024 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 Office of Acquisition, Procurement Branch 6. DELIVER BY (Date)

5b. FOR INFORMATION CALL (NO COLLECT CALLS) 7. DELIVERY  FOB DESTINATION  OTHER (See Schedule)

NAME TELEPHONE NUMBER AREA CODE NUMBER 9. DESTINATION Tanika Graves, Contract Specialist 301 480-0602

8. TO: NIH, NCI a. NAME b. STREET ADDRESS

b. COMPANY Asylum Research c. CITY

c. STREET ADDRESS Bethesda

d.. CITY e.. STATE f.. ZIP CODE d. STATE e. ZIP CODE MD 20892

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 10/17/24 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)
	Atomic Force Microscope installation and training for Cypher VRS to VRS1250 Upgrade  Notice of Intent: If submitting a capability statement, please e-mail only 1 copy of the technical capability statement to Tanika.Graeves@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 a. NAME OF QUOTER b. STREET ADDRESS c. COUNTY d. CITY e. STATE f. ZIP CODE

14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION 15. DATE OF QUOTATION 16. SIGNER a. NAME (Type or print) b. TELEPHONE AREA CODE

c. TITLE (Type or print) NUMBER

# STATEMENT OF NEED (SON)

## 1.0 TITLE

Investigating chromatin and histone variant nucleosomal dynamics in cancer cells with high-speed Atomic Force Microscopy (AFM)

## 2.0 BACKGROUND

The CSEM/LRGBE/CCR/NCI's core mission focuses on understanding chromosome fragility, specifically with how the nucleoprotein complex called chromatin *in vivo* is mis-regulated. We are also currently investigation whether histone complexes can adopt alternate structural conformations in cancer cells, and the functional consequences of such alterations upon the cancer epigenome.

Understanding these mechanisms will rely heavily on our ability to visualize chromatin and nucleosomal dynamics at almost near real time with an AFM that is capable of scanning at high speeds and yield high frame rates to see changes as they occur. The purpose of the acquisition is for The National Cancer Institute, Center for Cancer Research, Laboratory of Receptor Biology and Gene Expression, Chromatin Structure and Epigenetic Mechanisms Group, to upgrade our current Oxford/Asylum Cypher S Atomic Force Microscope (AFM) to the high-speed video rate Oxford/Asylum Cypher VRS AFM. This allows us to scan and visualize chromatin/DNA alterations/dynamics in real-time at video rates, which we are currently not capable of performing.

## 3.0 TYPE OF ORDER

This shall be a Firm Fixed-Price Purchase Order.

## 4.0 SPECIAL ORDER REQUIREMENTS

### 4.1 PRODUCT FEATURES/SALIENT CHARACTERISTICS

- Installation and training for the following equipment to upgrade the Cypher VRS.
- Must be able to scan twice as fast the first-generation Cypher VRS at a rate of 1,250 lines/second, allowing temporal resolution with frame rates of up to 45 frames/second at Ångstrom resolution or increased spatial resolution by collecting more image pixels at lower frame rates.
- Imaging collection must be ultra-stable, easy to use, and has fully sealed perfusion capability. VRS scanner (scans at 45 frames/second)
- Must include:
  - Scan stage
  - High speed AFM probes
  - Ambient and gas chamber (needed to scan with)

### 4.2 DELIVERY / INSTALLATION

## STATEMENT OF NEED (SON)

Item shall be delivered within 30 days of purchase order award.

The address for delivery is:

National Institutes of Health  
41 Library Dr MSC5055  
Bldg 41, Rm B1300  
Bethesda, MD 20851

Note that access to the NIH campus is restricted. As such, all Contractor personnel will be required to access campus via designated entrances where they are subject to security screening. Also, due to the current COVID-19 Pandemic there maybe additional access restrictions. Please refer to the NIH Security and Access site for more details: ([www.nih.gov/about-nih/visitor-information/campus-access-security](http://www.nih.gov/about-nih/visitor-information/campus-access-security)).

- A minimum 12-month manufacturer warranty must be included
- Shipping/Handling costs must be included in the quote. NCI will not be responsible in the event charges are not included in the quote.
- Installation charges must be included in the quote.

### 4.3 TRAINING

Half-day training will commence after completed purchase.

### 4.4 WARRANTY

The Contractor shall warrant that any instruments, equipment, components, or other supplies (“Supplies”) procured by this purchase are free of defects in design, material, or manufacture for a period of 12-months from date of installation.

The Contractor shall warrant that all consumables or expendable parts are free of defects in design, material, or manufacture for a period of at least 90 calendar days from date of acceptance by the Government.

Supplies which are repaired or replaced shall be warranted for the remainder of the initial warranty period or for 90-days – whichever is greater. 2-months of Technical Support shall be included in the warranty.

### 4.5 INSPECTION AND ACCEPTANCE

Pursuant to FAR clause 52.212-4, all work described in the SOW to be delivered under this purchase order is subject to final inspection and acceptance by an authorized representative of the Government. The authorized representative of the Government is the NCI Technical Point of Contact (TPOC):

TBD:

## STATEMENT OF NEED (SON)

The TPOC is responsible for inspection and acceptance of all services, materials, or supplies to be provided by the Contractor.

Regardless of format, all digital content or communications materials produced as a deliverable under this purchase order, shall conform to applicable Section 508 Standards to allow Federal employees and members of the public with disabilities to have access to and use of information and data that is comparable to the access to and use of information and data by Federal employees or by members of the public who are not individuals with disabilities. Remediation of any materials that do not comply with the applicable Section 508 requirements as set forth below, shall be the responsibility of the Contractor.

HHS guidance regarding accessibility of documents can be found at:

<https://www.hhs.gov/web/section-508/accessibility-checklists/index.html>

Federal Government-wide guidance regarding accessibility of documents can be found at <https://www.section508.gov/>, including the documents describing the preferred method of authoring and testing documents produced in Microsoft Word 2013 or later, Microsoft Excel, and files formatted as PDF.

### 5.0 PAYMENT

Payment shall be made in its entirety upon completion and acceptance of all deliverables. The following clause is applicable to all Purchase Orders, Task or Delivery Orders, and Blanket Purchase Agreement (BPA) Calls: Prompt Payment (Jan 2017) 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 considered 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.

## STATEMENT OF NEED (SON)

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. Unique Entity Identifier (UEI) which is in the System for Award Management (SAM) and replaces the Dun & Bradstreet Data Universal Numbering System (DUNS) number.
8. Federal Taxpayer Identification Number (TIN). In those rare cases where a contractor does not have a UEI 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.

Shipping costs will be reimbursed only if authorized by the Contract/Purchase Order. If authorized, shipping costs must be itemized. Where shipping costs exceed \$100, the invoice must be supported by a bill of lading or a paid carrier's receipt.

B. The Contractor shall submit invoices to the Department of Treasury's Invoice Processing Platform (IPP) at <https://www.ipp.gov> with a copy to the approving official as directed below.

The Contractor shall submit a copy of the electronic invoice to the following Approving Official (Purchasing Agent) and Technical Point of Contact:

Approving Official: Purchasing Agent

TBD: Name  
Email

Technical Point of Contact

TBD: Name  
Email

## II. Invoice Payment

A. Except as indicated in paragraph B., below, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

## **STATEMENT OF NEED (SON)**

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 (November 2021)**

- (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.
- (c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial products or commercial services.
- (End of Clause)

### **V. HHSAR 352.232-71 Electronic Submission of Payment Requests (February 2, 2022)**

- (a) Definitions. As used in this clause—  
Payment request means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), “Content of Invoices” and the applicable Payment clause included in this contract.
- (b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Department of Treasury Invoice Processing Platform (IPP) or



## STATEMENT OF NEED (SON)

successor system. Information regarding IPP, including IPP Customer Support contact information, is available at [www.ipp.gov](http://www.ipp.gov) or any successor site.

(c) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing in accordance with HHS procedures.

(d) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request.

(End of Clause)

TERMS AND CONDITIONS-SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JUL 2021), FAR 52.213-4

(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 (SEP 2016) (E.O.11246).

(vii) [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).

(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 (JUL 2021).
- (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) [52.222-20](#), Contracts 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 (OCT 2020)([22 U.S.C. chapter 78](#) 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 (NOV 2020) (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 (MAY 2020) ([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 (JAN 2021) ([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) [52.226-6](#), Promoting 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 post acceptance 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)