

POSTING DATE: April 19, 2024

CLOSING DATE: April 29, 2024 @ 11:30 a.m. EST

REFERENCE#: 24-024070

TO: NCI E-BIDBOARD

FROM: China Wright

NCI Purchasing Branch

[china.wright@nih.gov](mailto:china.wright@nih.gov)

SUBJECT: NCI E-BIDBOARD POSTING – Renew Service Contract for the period of 05/14/2024 to 05/13/2025 with vendor, Global Life Science Solutions.

Contractor shall provide labor, travel and expenses and parts (excluding consumables) for preventive maintenance of government owned equipment listed below for the period of one year. All maintenance services shall be performed in accordance with the manufacturer's standard commercial maintenance practices.

- AKTA pure 25 L Serial number 29018224-2494297
  - located in building number 37, room 2017
- AKTA pure 25 L Serial number 29018224-2504630
  - located in building 37, room 2042
- AKTA pure 25 L Serial number 29018224-2504620
  - located in building 37, room 2013C

Program Office

NIH/NCI/CCR/LMCB –Laboratory of Cellular and Molecular Biology

NCI plans to purchase this service agreement from Global Life Sciences Solutions USA LLC, to provide maintenance. 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 April 29, 2024, EST. 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 exclusively to determine whether to conduct a competitive procurement.

**Sole Source Justification:**

We have tried another company that offered a service contract at a significant savings compared to the GE contract. Unfortunately, the machine failed multiple times, due to inferior or mismatched parts and lack of knowledge of the service engineers. In addition, response time for emergency repairs was unacceptably slow. GE Healthcare is the OME and the only company able to meet our needs.

Attached Documents: SF18 and Statement of Work

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

|   |                |   |   |  |   |
|---|----------------|---|---|--|---|
| <b>REQUEST FOR QUOTATION<br/>(THIS IS NOT AN ORDER)</b>   |                |   | THIS RFQ <input type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE |  | PAGE <input type="text"/> OF <input type="text"/> PAGES |
| 1. REQUEST NO.  | 2. DATE ISSUED | 3. REQUISITION/PURCHASE REQUEST NO.   | 4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1                                      |  | RATING  |
| 5a. ISSUED BY   |                |   | 6. DELIVER BY (Date)  |  |   |
| 5b. FOR INFORMATION CALL (NO COLLECT CALLS)   |                |   | 7. DELIVERY   |  |   |
| NAME  |                | TELEPHONE NUMBER  |   | <input type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule) |   |
|   |                | AREA CODE   | NUMBER  | 9. DESTINATION   |   |
| 8. TO:  |                |   | a. NAME OF CONSIGNEE  |  |   |
| a. NAME   |                | b. COMPANY  |   | b. STREET ADDRESS  |   |
| c. STREET ADDRESS   |                |   | c. CITY   |  |   |
| d.. CITY  |                | e.. STATE   | f.. ZIP CODE  | d.. STATE  | e. ZIP CODE   |
| 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. |   |  |   |

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

| ITEM NO.<br>(a) | SUPPLIES/SERVICES<br>(b) | QUANTITY<br>(c) | UNIT<br>(d) | UNIT PRICE<br>(e) | AMOUNT<br>(f) |
|-----------------|--------------------------|-----------------|-------------|-------------------|---------------|
|                 |                          |                 |             |                   |               |

|                                 |                         |                         |                         |                   |            |
|---------------------------------|-------------------------|-------------------------|-------------------------|-------------------|------------|
| 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. TELEPHONE          |        |
| b. STREET ADDRESS              |          |  |                          |                       |        |
| c. COUNTY                      |          | a. NAME (Type or print)                              |                          | AREA CODE             |        |
| d. CITY                        | e. STATE | f. ZIP CODE  | c. TITLE (Type or print) |                       | NUMBER |

## Statement of Work:

AKTA pure 25 L SN# 29018224-2494297, AKTA pure 25 L SN# 29018224-2504630, AKTA pure 25 L SN# 29018224-2504620

1. SCOPE: Contractor to provide labor, travel and expenses and parts (excluding consumables) for preventive maintenance of government owned AKTA pure 25 L SN# 29018224-2494297 located in bldg. 37, rm 2017, AKTA pure 25 L SN# 29018224-2504630 located in bldg.37, rm 2042, AKTA pure 25 L SN# 29018224-2504620 located in bldg. 37, rm 2013C for the period 1 year. All maintenance services shall be performed in accordance with the manufacturer's standard commercial maintenance practices.
2. PREVENTIVE MAINTENANCE: Contractor shall perform one preventive maintenance inspection during the contract period. Service shall be performed by technically qualified factory trained personnel. Service shall consist of a thorough cleaning, calibration, adjusting, inspection, lubrication and testing of all equipment in accordance with the manufacturers latest established service procedures. All equipment shall be operationally tested through at least one complete operating cycle at the end of the preventive maintenance inspection to assure optimum and efficient performance.
3. EMERGENCY SERVICE: Emergency repair services shall be provided on an unlimited basis during the term of this contract at no additional cost to the government. Emergency service shall be provided during normal working hours Monday through Friday excluding Federal holidays or as specified in the contract. Upon receipt of notice that part of the equipment is not functioning properly the contractor shall within twenty-four (24) hours furnish a factory-trained service representative to inspect the equipment and perform all repairs and adjustments necessary to restore the equipment to normal and efficient operating condition. Emergency service calls shall NOT replace the necessity for scheduled PMIs.
4. REPLACEMENT PARTS: The contractor shall provide all required replacement at no additional cost to the government with the exception of consumable parts such as batteries. Parts shall be new or re-manufactured to original equipment specifications.
5. SOFTWARE UPDATES/SERVICE: The contractor shall provide software service in accordance with the manufacturer's latest established service procedures, to include telephone access to technical support for use of program software and trouble shooting of the operating systems, at no additional cost to the

Government. The contractor shall receive advance approval for the installation of all software updates and revisions from the Government. Defective software shall be replaced at no additional cost to the government.

6. SERVICE EXCLUSIONS: The contractor shall not be responsible for any repairs necessitated by abuse, neglect, vandalism, fire or water. These repairs shall be the subject of a separate purchase order.
7. PERIOD OF PERFORMANCE: May 14, 2024 to May 13, 2025.
8. PERSONNEL QUALIFICATIONS: Personnel shall have a minimum of one (1) year factory training and experience in the servicing of the equipment covered this contract. All primary service personnel shall have at least one backup support having at least the same level of expertise on the equipment covered by this contract.
9. PLACE OF SERVICE: Service shall be performed at the following location:  
NIH/NCI/LCMB  
37 Convent Drive  
Bldg. 37 rooms 2013C, 2017, 2042  
Bethesda, MD 20892  
Paul Kriebel 240-760-7474
10. PAYMENT: Payment shall be made quarterly.

#### **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. 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 (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)

## 52.244-6 Subcontracts for Commercial Items.

As prescribed in [44.403](#), insert the following clause:

### SUBCONTRACTS FOR COMMERCIAL ITEMS (AUG 2020)

(a) *Definitions.* As used in this clause—

*Commercial item* and *commercially available off-the-shelf item* have the meanings contained in Federal Acquisition Regulation (FAR) [2.101](#).

*Subcontract* includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.

(c)

(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (JUN 2020) ([41 U.S.C. 3509](#)), if the subcontract exceeds the threshold specified in FAR [3.1004](#)(a) on the date of subcontract award, and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) [52.203-15](#), Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017).

(iv) [52.204-21](#), Basic Safeguarding of Covered Contractor Information Systems (JUN 2016), other than subcontracts for commercially available off-the-shelf items, if flow down is required in accordance with paragraph (c) of FAR clause [52.204-21](#).

(v) [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).

(vi) [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).

(vii) [52.219-8](#), Utilization of Small Business Concerns (OCT 2018) ([15 U.S.C. 637](#)(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702](#)(a) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

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

(ix) [52.222-26](#), *Equal Opportunity* (Sept 2015) (E.O. 11246).

(x) [52.222-35](#), *Equal Opportunity for Veterans* (JUN 2020) ([38 U.S.C. 4212\(a\)](#));

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

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

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

(xiv)

(A) [52.222-50](#), *Combating Trafficking in Persons* (JAN 2019) ([22 U.S.C. chapter 78](#) and E.O. 13627).

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

(xv) [52.222-55](#), *Minimum Wages under Executive Order 13658* (DEC 2015), if flow down is required in accordance with paragraph (k) of FAR clause [52.222-55](#).

(xvi) [52.222-62](#), *Paid Sick Leave Under Executive Order 13706* (JAN 2017) (E.O. 13706), if flow down is required in accordance with paragraph (m) of FAR clause [52.222-62](#).

(xvii)

(A) [52.224-3](#), *Privacy Training* (JAN 2017) ([5 U.S.C. 552a](#)) if flow down is required in accordance with [52.224-3\(f\)](#).

(B) Alternate I (JAN 2017) of [52.224-3](#), if flow down is required in accordance with [52.224-3\(f\)](#) and the agency specifies that only its agency-provided training is acceptable).

(xviii) [52.225-26](#), *Contractors Performing Private Security Functions Outside the United States* (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

(xix) [52.232-40](#), *Providing Accelerated Payments to Small Business Subcontractors* (DEC 2013), if flow down is required in accordance with paragraph (c) of FAR clause [52.232-40](#).

(xx) [52.247-64](#), *Preference for Privately Owned U.S.-Flag Commercial Vessels* (FEB 2006) ([46 U.S.C. App. 1241](#) and [10 U.S.C. 2631](#)), if flow down is required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

## FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment. Basic (Dec 2019)

### Prescription

As prescribed in 4.2105(a), the contracting officer shall insert the provision at 52.204-24, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment—

(1) In all solicitations for contracts; and

(2) Under indefinite delivery contracts, in all notices of intent to place an order, or solicitations for an order ( *e.g.* , subpart 8.4 and 16.505).

### Full Text

#### Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment

The Offeror shall not complete the representation in 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—

“Covered telecommunications equipment or services”, “critical technology”, and “substantial or essential component” have the meanings provided in clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* 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. Contractors are not prohibited from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or 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

### Basic

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telecommunications equipment or services", the Offeror shall provide the following information as part of the offer—

- (1) A description of all covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
- (2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;
- (3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and
- (4) For equipment, 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).

(End of provision)

#### Subcontractor Flow Down Text

While the provision doesn't include an explicit flowdown requirement, it does require the offeror to certify that it will 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.

#### Subcontractor Flow Down Recommendation

Prime's obligation;

Exceptions

Contracts X

Clause dependency

#### Related Clause

[52.222-19 Child Labor—Cooperation with Authorities and Remedies.](#)  
[52.222-50 Combating Trafficking in Persons.](#)  
[52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.](#)  
[52.246-26 Reporting Nonconforming Items.](#)  
[52.204-26 Covered Telecommunications Equipment or Services-Representation.](#)  
[252.225-7975 Additional Access to Contractor and Subcontractor Records \(DEVIATION 2020-O0001\).](#)  
[252.204-7016 Covered Defense Telecommunications Equipment or Services—Representation.](#)  
[252.204-7017 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services—Representation.](#)  
[252.204-7018 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.](#)  
[252.232-7015 Performance-Based Payments—Representation.](#)  
[252.203-7003 Agency Office of the Inspector General.](#)  
[252.203-7004 Display of Hotline Posters.](#)  
[252.204-7000 Disclosure of Information.](#)  
[252.204-7014 Limitations on the Use or Disclosure of Information by Litigation Support Contractors.](#)  
[252.204-7015 Notice of Authorized Disclosure of Information for Litigation Support.](#)

[52.225-7050 Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism.](#)

[52.228-7005 Mishap Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles.](#)

[5252.209-9513 ORGANIZATIONAL CONFLICT OF INTEREST INSTRUCTIONS \(SERVICES\) \(NAVAIR\)](#)

[5252.204-9504 Disclosure of Contract Information \(NAVAIR\) \(Jan 2007\)](#)

[5252.227-9207 Limited Release of Contractor Confidential Business Information](#)

[3052.203-70 Instructions for Contractor Disclosure of Violations](#)

[3052.205-70 Advertisements, Publicizing Awards, and Releases.](#)

[552.203-71 Restriction on Advertising.](#)

[552.215-70 Examination of Records by GSA.](#)

[552.215-71 Examination of Records by GSA \(Multiple Award Schedule\).](#)

[552.215-72 Price Adjustment—Failure to Provide Accurate Information.](#)

[552.237-73 Restriction on Disclosure of Information.](#)

[552.238-83 Examination of Records by GSA \(Federal Supply Schedules\).](#)

[652.225-70 Arab League Boycott of Israel.](#)

[1452.203-70 Restrictions on Endorsements.](#)

[1452.215-71 Use and Disclosure of Proposal Information—Department of the Interior.](#)

[952.204-72 Disclosure of information.](#)

[952.204-75 Public affairs.](#)

[952.209-72 Organizational conflicts of interest.](#)

[952.223-75 Preservation of individual occupational radiation exposure records.](#)

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