

POSTING DATE: May 1, 2024

CLOSING DATE: May 10, 2024, at 11:30 a.m. EST

REFERENCE#: 24-023410

TO: NCI E-BIDBOARD

FROM: China Wright
NCI Purchasing Branch
china.wright@nih.gov

SUBJECT: NCI E-BIDBOARD POSTING – One-Year Equipment Maintenance Agreement for the Wyatt Technologies Light Scattering Differential Refractometer Devices

The contract is for a Maintenance/Service agreement for one (1) Wyatt Technologies multi-angle light scattering device (miniDAWN TREOS), one (1) Wyatt Technologies differential Refractometer device (TrEX), (1) Wyatt Technologies dynamic light scattering device (NanoStar) and the associated software at the National Cancer Institute (NCI) located in Building 37, Room 3125 in Bethesda, MD. The purpose of the acquisition is to ensure proper operation and function of above listed systems by providing regularly scheduled preventative maintenance and emergency repair service. The benefit received would be the proper functioning of the purification systems, thereby allowing the research work conducted using this equipment to continue with minimal interruption, and ensure efficient, effective, and reproducible results obtained from these systems.

The CIL, Chemistry Section (CS), studies the role of polo-like kinases (PLK) in cell proliferation. The multi-angle light scattering, differential Refractometer, and dynamic light scattering devices are used to produce and analyze/verify highly purified kinases needed for ultimate crystallization. It is critical that the equipment mentioned in this contract is calibrated accurately and maintained in good working condition according to the manufacturer's specifications. Any deviation from the specifications could ruin countless hours of work, waste crucial resources and distort further studies.

Wyatt Technology is the only manufacturer which has all the required documents and schematics necessary to service TREOS, TrEX, and NanoStar systems/products so that they are maintained at design specifications. The specifications necessary to manufacture spare parts are proprietary to Wyatt Technology. They do not have agreements to supply spare parts with any distributors or service providers, and do not provide Service Engineer level training to anyone except Wyatt Technology engineers. Additionally, maintenance/service visits, including full system diagnostics, require Wyatt Exclusive software.

NCI plans to purchase this Equipment Maintenance Agreement from WYATT TECHNOLOGY. 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 May 10, 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:

Wyatt Technology is the only manufacturer which has all the required documents and schematics necessary to service TREOS, TrEX, and NanoStar systems/products so that they are maintained at design specifications.

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.

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 1	
1. REQUEST NO. 24-023410		2. DATE ISSUED 05/01/2024		3. REQUISITION/PURCHASE REQUEST NO. TBD		4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	
5a. ISSUED BY NIH / NCI / PURCHASING BRANCH (OFFICE OF ACQUISITIONS)						6. DELIVER BY (Date)	
5b. FOR INFORMATION CALL (NO COLLECT CALLS)						7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)	
NAME CHINA WRIGHT			TELEPHONE NUMBER AREA CODE NUMBER 301 480-6287			9. DESTINATION	
8. TO:						NIH / NCI	
a. NAME			b. COMPANY WYATT TECHNOLOGY			b. STREET ADDRESS 9000 ROCKVILLE PIKE	
c. STREET ADDRESS						c. CITY BETHESDA	
d.. CITY			e.. STATE		f.. ZIP CODE		d. STATE MD
							e. ZIP CODE 20892
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 05/10/2024 @11:30 AM 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)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)		
	<p>ONE-YEAR EQUIPMENT MAINTENANCE AGREEMENT Y-SCTREOSG* GOLD SERVICE PLAN - TREOS INSTRUMENT TO BE SERVICED: 1091-TS</p> <p>Y-SCOPTIG * GOLD SERVICE PLAN * T-REX INSTRUMENT TO BE SERVICED: 1489-TREX</p> <p>Y-SCNANOG * GOLD SERVICE PLAN * DYNA PRO NANOSTAR INSTRUMENT TO BE SERVICE: 770-DPN</p> <p>NOTICE OF INTENT: If submitting a capability statement, please e-mail only 1 copy of the technical capability statement to CHINA WRIGHT; china.wright@nih.gov</p> <p>SEE THE ATTACHED STATEMENT OF WORK/NEEDTHIS 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	
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

1. **SCOPE:** The Contractor shall provide all labor, material and equipment for the preventive maintenance and service for government-owned:

Wyatt Technologies miniDAWN TREOS
Serial no: 1091-TS
NIH Decal#012080627

Wyatt Technologies OPTILAB T-rEX
Serial no: 1489-TREX
NIH Decal#012080628

Wyatt Technologies NanoStar DLS
Serial no: 770-DPN
NIH Decal# N/A

for one year. All maintenance/repair service shall be performed in accordance with the manufacturer's standard commercial maintenance practices.

2. **PREVENTIVE MAINTENANCE:** Contractor shall perform (1) one yearly, preventive maintenance inspections (PMI) 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 manufacturer's latest established service procedures. All equipment shall be operationally tested through at least one (1) complete operating cycle at the end of the preventive maintenance inspection to assure optimum and efficient performance.

3. **REPAIR SERVICE:** Emergency repair services shall be provided on an unlimited basis during the term of this contract at no additional cost to the government, subject to the following inclusions and exclusions

INCLUSIONS - The following services are included under this plan:

- * One annual onsite preventative maintenance visit, including consumables (solvents excluded); does not include HPLC components.
- * Priority onsite service, including parts, labor, and travel expenses (minor repairs only).
- * Dedicated number of loaner instruments if factory service is required.
- * Priority factory service, which includes packaging materials and shipping to and from the factory; reinstallation service available upon request.
- * Repair or replacement of electronic, mechanical, and opto-mechanical components of the instrument due to normal wear and tear.
- * Reconditioning or modifications to the equipment to ensure satisfactory operating performance.
- * Replacement of malfunctioning cables supplied with the equipment.
- * First priority support and consulting by means of telephone, e-mail, and screen-sharing software.
- * 50% discount on Wyatt events such as Light Scattering University® courses, short courses and

user meetings.

EXCLUSIONS - The following services are excluded under this plan:

- * Repair of damaged or malfunctioning equipment resulting from abuse, accident, or causes other than normal usage, including but not limited to operator error, failure of other equipment, and equipment operation in excess of design or environmental specifications.
- * Replacement of broken or damaged flow cell glass or cuvettes.
- * Replacement of broken or chipped flow cell windows (except during the preventative maintenance visit).
- * Standard maintenance procedures as outlined in the users manual (except during the preventative maintenance visit).
- * Full methods development.
- * Repair of damaged or malfunctioning computers, printers, and other peripheral equipment.

4. REPLACEMENT PARTS: The contractor shall furnish all required replacement needed for corrective action at no additional cost to the Government. Replacement parts will be provided only as required or on an exchange or new part basis. Labor to install any replacement parts is included as part of the Services.

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 troubleshooting of the operating systems, at no additional cost to the Government. The contractor shall receive advance approval for the installation of all software updates, upgrades 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, Acts of God, fire or water. These repairs shall be the subject of a separate purchase order and shall not be performed under this contract.

7. PERIOD OF PERFORMANCE: Period of Performance shall be for twelve (12) months beginning upon award of this contract.

8. PERSONNEL QUALIFICATIONS: Personnel shall have OEM factory-training and be experience in the servicing Wyatt Technologies instrumentation as covered by this contract. All primary service personnel shall have at least one backup support person with at least the same level of expertise on the equipment covered by this contract.

9. PLACE OF PERFORMANCE: Service shall be performed at the following location:

National Institutes of Health
National Cancer Institute
9000 Rockville Pike
Blg 37, Rm 3125
Bethesda MD 20892

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)

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

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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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