

SOLICITATION NO. M14-124

SERVICE MAINTENANCE SCO TEMPLATE

SECTION I - SOLICITATION

INTRODUCTION

GOVERNMENT RELATIONSHIP: This contract is awarded by SAIC-Frederick, Inc. under prime contract with the Frederick National Laboratory for Cancer Research. The provisions and clauses contained herein are influenced by and reflect the relationship of the parties in that contract which was awarded and is administered under the provision of the Federal Acquisition Regulation (FAR). There is no privity of contract between the Seller and the Government.

A. SUPPLIES OR SERVICES AND PRICING

A.1 BRIEF DESCRIPTION OF SUPPLIES OR SERVICES

Service Agreement for Agilent equipment.

A.2. TYPE OF CONTRACT

This is a firm fixed price contract for which the price is not subject to any adjustment on the basis of the contractor's cost experience in performing the contract.

A.3 PRICE/COSTS

SAIC-Frederick is eligible for NIH/NCI BPA pricing, NIH/NCI discount pricing, Federal Supply Schedule pricing and/or Open Market pricing, whichever is most advantageous.

____% Discount

____% Prompt Payment Discount Terms

GSA/VA# - _____

Item No.	DESCRIPTION	TERM	INITIAL TERM PRICE	RENEWAL OPTION 1 (YEAR 2)	RENEWAL OPTION 2 (YEAR 3)
1	See items 1-26 on attached equipment list		\$	\$	\$

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B. SPECIFICATIONS/WORK STATEMENT

GENERAL TERMS OF THE SERVICE AGREEMENT

1. The Contractor shall provide the products and/or services specified herein.
2. Contractor shall furnish the services, qualified personnel, materials, equipment and facilities as needed, or to otherwise perform the statement of work as defined in this contract.
3. Emergency Services.

Provided during normal working hours.
Parts, labor and travel will be included
Response time shall be 24 hours; or as stated _____.
4. PM Visits

Number of PM visits per year _____. Minimum is one (1) per year.
PM coverage and visit(s) must be performed in accordance with manufacturer specifications.
PM visit(s) must be performed at regular intervals at the end user's convenience.
Parts (damaged due to normal wear), travel and labor are included.
Maintenance of the equipment shall be performed by authorized technical service representatives, who on each visit shall perform visual and electrical inspection as deemed necessary.
Any service not covered under this service agreement must be directly authorized and confirmed by Mr. Leon Debes, Scientific Support Equipment Specialist, 301-846-5642 or Ms. Tammy Ovejera, Scientific Support Equipment Coordinator, 301-846-1706.
5. Site Visits and Pre-inspection:

SAIC-Frederick, Inc. shall not authorize payment of pre-inspection or site visit fees.
(If applicable) Equipment has been maintained under service contract or manufacturer warranty for the previous twelve (12) months.
6. Contractor shall present to the Equipment Maintenance Office (Building 1050, Room 225) an activity report following all site visits, i.e. emergency or preventive maintenance. If unable to deliver this report personally, Contractor shall fax or e-mail within 24 hours of said site activity (301-846-6154 or (ncifredem@nih.gov)). Failure to adhere to this requirement may result in Contractor performance deficiency citation(s).

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C. CONTRACT TERMS/LOGISTICS

C1. Period of Performance

1. Initial Term of contract is 10/1/2013 through 9/30/2014, with two (2) one-year options to renew.
2. Funding. Offers of a multi-year service maintenance agreement for coverage of the cited equipment will be considered; however funds are not presently available for option years; obligation to purchase is contingent upon the availability of appropriated funds. Pricing must list a one (1) year agreement and renewal option(s); offers citing a multiple year advance payment will not be considered.
3. Submittal. If Contractor is unable to submit an annual invoice for this agreement, state frequency of invoicing, _____ quarterly, _____ monthly, _____ other.
4. Pricing. SAIC-Frederick, Inc. is eligible for NIH/NCI BPA pricing, NIH/NCI discount pricing, and Federal Supply Schedule pricing. If the items offered are on FSS, the contract number must be cited and a copy of the GSA or VA schedule must accompany the offer. If items are not offered on FSS, current price list must be submitted with this solicitation.
5. SAIC-Frederick, Inc. Reserves the right to propose or discontinue maintenance service and pay for covered time only (pro-rata) on an item by item basis.

C2. Offers

1. Offers must be signed, dated, and received at the place and time required in Block 8 of form PUR59
2. Offers must be compliant with all solicitation requirements in order to be eligible for an award.
3. Offers must return the proposal with the solicitation number (see Block 5 of form PUR 59) clearly visible on the submission, such as e-mail or fax subject line. SAIC-Frederick, Inc. is not responsible for the handling of any offers not returned in this manner.
4. By offer submission, the offeror agrees that in the event the prime contract of SAIC-Frederick, Inc. is succeeded by a successor contractor as selected by the Government, before any award by SAIC-Frederick, Inc., the offer may be assigned to the successful contractor.
5. Discounts quoted shall be firm for the contract period; offers which cite a reduction in discounts shall not be considered.
6. Offeror must provide the Terms of Service on Company letterhead and submit with the offer.
7. Offeror must provide a list of any parts and/or consumables to be excluded
8. Offeror must state any additional charges. Payment of additional charges will not be made unless stated on this solicitation.

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C3. Award

1. Award of this solicitation may be made without discussion.
2. Award of any order as a result of this solicitation will not be made to any supplier with evident deficient past performance as documented in the SAIC-Frederick, Inc. vendor file.
3. SAIC-Frederick, Inc. reserves the right to issue multiple awards under this solicitation.

SPECIAL CONTRACT REQUIREMENTS

1. **Non-solicitation of SAIC-Frederick Employees.** Vendor acknowledges that SAIC-Frederick has made a substantial investment in its human resources, including the recruitment and training in its staff and employees. As such, the Vendor, in accepting this offer, shall neither directly or indirectly, without the prior written consent of SAIC-Frederick solicit (or cause a third-party affiliate to solicit), hire or engage any SAIC-Frederick employee involved in any way in this solicitation, the applicable SOW and this contract until six (6) months after the expiration or termination of this Agreement or the final delivery of any goods or services under this Agreement. Vendor further acknowledges that determining the damages in the event of a breach of this provision is difficult and therefore agrees that in the event of a breach of this provision of this Agreement by the Vendor, SAIC-Frederick may be entitled to damages including but not limited to return of all monies paid under this Agreement.

2. Prices quoted shall be firm for the contract period; offers that include an escalation clause shall be considered non-responsive.

D. DELIVERY/PERFORMANCE/INSPECTION AND ACCEPTANCE

D1. DELIVERY ORDERS:

1. Requests for service shall be issued either by the SAIC-Frederick, Inc. Purchasing Department or by authorized SAIC-Frederick, personnel.
2. Any services to be performed at alternate SAIC/FNLCR locations will be communicated to Contractor at the time the request for service is made.
3. Service shall not be provided on any of the below listed holidays:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Veterans Day
Presidents Day	Columbus Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Service shall be scheduled for the following work day.

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4. Any items sent to SAIC-Frederick, Inc. for use in the performance of this contract must be packaged and shipped in accordance with applicable federal regulations and must be marked with SAIC-Frederick, Inc.'s appropriate purchase order number. Initial inspection upon receipt at SAIC-Frederick, Inc. shall be confined to obvious external damage to shipment containers. SAIC-Frederick, Inc. accepts no responsibility for concealed damages.
5. All services provided against this contract shall be subject to the terms and conditions of this contract.

E. EVALUATION

SAIC-Frederick, Inc. will award a contract resulting from this solicitation to the responsible contractor whose offer conforming to the solicitation will be most advantageous, price and other factors considered. The following factors shall be used as the basis of award:

1. Vendor Past Performance
2. Acceptability of Product/Service
3. Complete Subcontracting Plan Submission (if applicable)
4. Price

F. ADMINISTRATION

F1. INVOICES

Proper Invoice. SAIC-Frederick, Inc. shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for services rendered and accepted, less any deductions provided in this contract. A proper invoice includes, but is not limited to, the invoice date, contract name, contract/purchase order number, description of items or services and corresponding unit and extended total pricing, remittance address, and a contact name to be notified in the event of a defective invoice. Invoicing shall be within 30 days of contract start date.

EFT. All payments by SAIC-Frederick, Inc. under this contract shall be made by electronic funds transfer.

Submittal. All invoices will be sent to the address listed in Block 15 of form PUR59.

F2. SPECIAL ADMINISTRATIVE REQUIREMENTS

Offeror must self-certify in the SAM (System for Award Management), <https://www.sam.gov/portal/public/SAM/>.

Offeror will complete the attached Representations and Certifications to be eligible for an award.

In accordance with FAR Part 52.222-54, the Contractor must enroll as a federal contractor in the E-verify program unless previously enrolled within 30 calendar days of contract award. The website is <http://www.dhs.gov/E-Verify>.

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Administrative Information.

1. Payment Terms: _____
2. Contact name: _____
3. Contact phone number: _____
4. Contact facsimile number: _____
5. Contact e-mail address: _____

Onsite Services. For services performed onsite, the Contractor must complete and submit the *National Institutes of Health Extended Visitor ID Badge Application Form*, which will be sent to the successful offeror with the award. Complete and submit this form in order to receive access credentials for each employee. In addition it is the awardee's responsibility to provide a listing to the contracting official of all personnel requiring access to the facility. It is your responsibility to forward this requirement to any third party service provider utilized to fulfill our agreements.

Please indicate if service will be performed onsite: _____ Yes _____ No

Certificate of Insurance. Insurance Certificates as referenced in the insurance section of the Terms and Conditions must be submitted with the proposal.

Terms and Conditions. The SAIC-Frederick, Inc. Terms and Conditions apply unless others specifically agreed to by both parties in writing via written amendment/modification are made part of this solicitation/contract and must be returned with the proposal.

Subcontracting Plan.

In order to be eligible for an award, a Large Business offeror shall submit a Small Business Subcontracting Plan with the proposal submitted in response to this solicitation. Offeror must also provide with the proposal the name, title, telephone number, fax number and e-mail address of the individual who will administer the subcontracting plan.

Period Reports:

The Large Business who is awarded the contract/subcontract in excess of \$650,000 or \$1 million for construction, must submit the ISR and SSR via the Electronic Subcontracting Reporting System (eSRS) as a lower-Tier Subcontractor for Contract # HHSN261200800001E, DUNS # 159990456. As requested in the submittal through eSRS, Employee to be Notified of Submittal should be entered as

hilderbrandmj@mail.nih.gov.

The submission of the data forms must be completed within 30 days of the closing of each reporting period.

- 1st reporting period Oct 1-March 31st
- 2nd reporting period Oct 1-Sept 30th

The SAIC-Frederick, Inc. retains the right to access the contractor's pertinent accounting records, personnel, job sites, warehouses and other contract related areas to the extent that such accounts are relevant to the contract work. This right may be exercised at any time during the course of the contract and will occur during normal business hours upon thirty days notice to the Contractor.

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Non-Hiring. For the term of this agreement and for sixty (60) calendar days thereafter, neither buyer nor seller shall solicit, offer employment, or hire the other's employees without the prior consent of the employing party. This does not apply to employees independently responding to advertised positions on company websites or media advertisements.

Export Control Compliance For Foreign Persons. In accordance with Section 20 of the SAIC-Frederick Terms and Conditions, offeror must execute and return the Export Compliance Questionnaire for each person working on-site.

Questions. Questions concerning this subcontract shall be directed in writing to the person listed in Block 7 of form PUR59 by 9/13/2013. The written questions received by date above and the answers to those questions will be provided to all offerors.

Proposal Elements. Offeror shall submit a complete proposal that contains the following elements:

- X Complete Solicitation, include ALL pages
- X Form PUR59 with signature and requisite blocks completed
- X Subcontracting Plan (if applicable)
- X Insurance certificates as referenced in number nineteen of the Terms and Conditions
- X Terms and Conditions
- X Completed Representations & Certifications

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SECTION II - CONTINUATION OF BLOCK 24: CONTRACT CLAUSES AND ADDENDUMS

THE FOLLOWING CLAUSES ARE INCORPORATED BY REFERENCES:

- 52.212.5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders B Commercial Items (JUN 2009)
- 52.219-6, Notice of Total Small Business Set-Aside (JUN 2003)
- 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003)
- 52.219-8, Utilization of Small Business Concerns (JAN 2011)
- 52.219-9, Small Business Subcontracting Plan (JAN 2011)
- 52.219-16, Liquidated Damages - Subcontracting Plan (JAN 1999)
- 52.219-22, Small Disadvantaged Business Status (OCT 1999)
- 52.222-54, Employment Eligibility Verification (JAN 2009)
- 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)
- 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423)
- 52.232-30, Installment Payments for Commercial Items (OCT 1995)
- 52.232-34, Payments by Electronic Funds Transfer-Other than Central Contractor Registration (MAY 1999)
- 52.247-64 Preference for Privately Owned US-Flag Commercial Vessels (FEB 2006)
- 52.222-41, Service Contract Act of 1965