Federal Contracting

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Class Objectives

1. Understand differences between a contract, grant, and cooperative agreement
2. Be able to prepare and submit a proposal for a federal contract
3. Recognize troublesome FAR Clauses and how to negotiate them
4. Understand the requirements for Small Business Subcontracting utilization

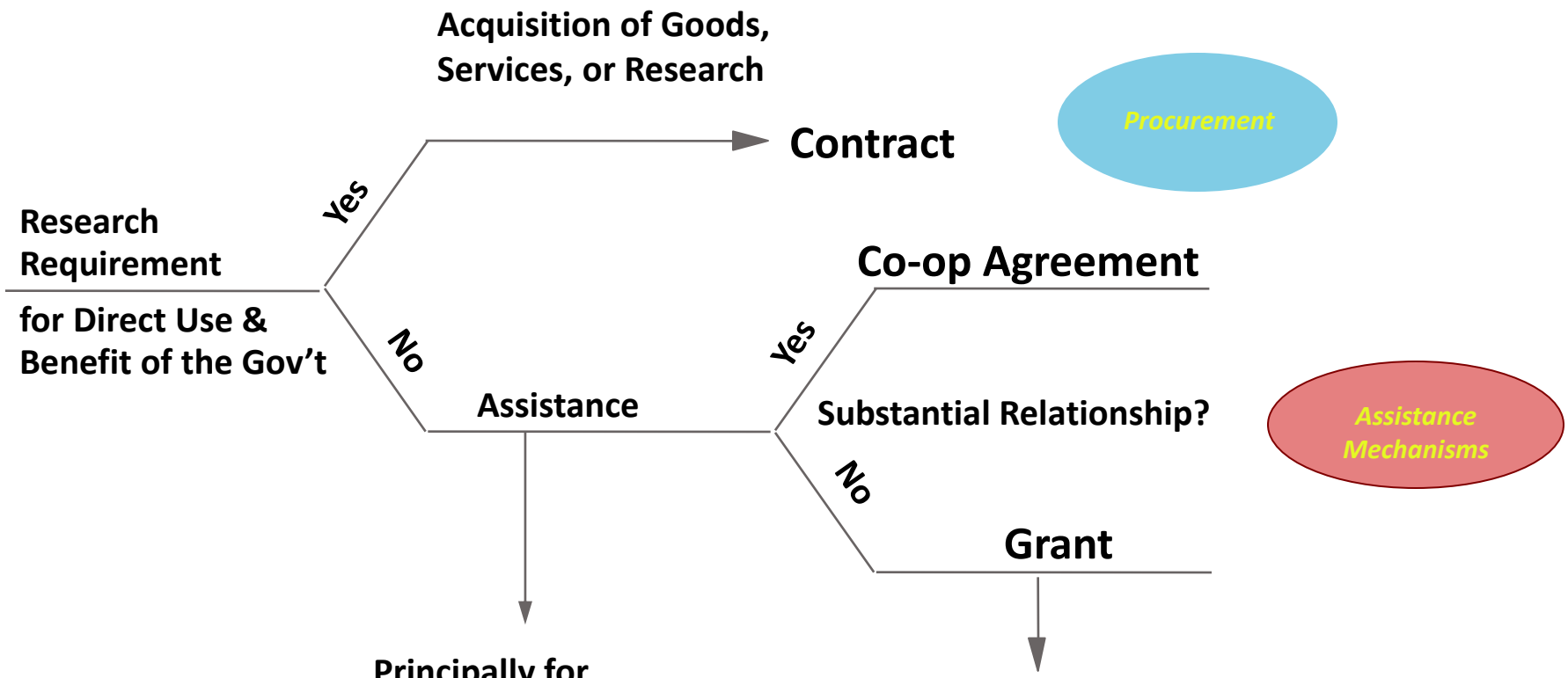
Agenda

1. What is a Contract?
2. Responding to a Federal Contract RFP
3. Federal Acquisition Regulation
4. Small Business Subcontracting

	Grant	Cooperative Agreement	Contract
Basic Purpose	Provides ***assistance***	Provides ***assistance*** **with** substantial sponsor involvement	Purchases tangible goods, services, or research - ***acquisition***
Solicitation Method	Program Announcement (PA); Request for Application (RFA)	Request for Application (RFA)	Request for Proposal (RFP); Request for Quote (RFQ); Broad Agency Announcement (BAA)
Governed By	Terms of the grant; OMB Circulars A-21 and A-110	Terms of the agreement; OMB Circulars A-21 and A-110	The FAR – Federal Acquisition Regulation & agency supplements
Government Involvement	Minor	Substantial	May be extensive
Work to be Performed	Flexible; no definite tasks	Flexible; no definite tasks	Definite tasks, milestones, & deliverables

	Grant	Cooperative Agreement	Contract
Reporting Requirements	Annual Report	Specified in Cooperative Agreement	Specified in Contract; usually monthly reports & annual reports, plus compliance reporting
How University Receives the Funds	Drawdown based on expenses	Invoice	Invoice
Publication Restrictions	May ask to be informed	May ask to be informed	Universities generally do not accept;
Rebudgeting	Flexible	Usually flexible	Varies by agency
Equipment Title	Vests in Grantee	Varies	Varies depending on type of contract and dollar value

Contract, Grant, or Cooperative Agreement?



Principally for Public Support or Stimulation

- Idea for the project is initiated by the investigator
- No substantial involvement between the Gov't and grantee
- Gov't has no expectation of a specified service or end product

3 P's - Patron (Grant)
Partner (Co-op Agreement)
Purchaser (Contract)

Characteristics of a Federal Contract

- *Acquisition* for the direct benefit and use of the government
- SOW defined by government or jointly with PI
- Defined deliverables
- Payment *only* if SOW/deliverables rec'd/accepted
- Significant involvement from government
- Governed by the FAR

Federal Acquisition Regulation (FAR)

- Complex set of rules governing entire contracting process for the federal government
- Ensures procedures are consistent and fair
- Must be followed by all executive branch agencies
- Most agencies have FAR supplements to implement FAR regulations (DFARS, HHSAR, EPAAR, VAAR).

A Typical Contract & RFP includes pages of FAR clauses

Article 1.1 General Clauses for a Cost-Reimbursement Contract with Educational Institution

52.202-1	Jul 2004	Definitions (Over the Simplified Acquisition Threshold)
52.203-3	Apr 1984	Gratuities (Over the Simplified Acquisition Threshold)
52.203-5	Apr 1984	Covenant Against Contingent Fees (Over the Simplified Acquisition Threshold)
52.203-6	Sep 2006	Restrictions on Subcontractor Sales to the Government (Over the Simplified Acquisition Threshold)
52.203-7	Oct 2010	Anti-Kickback Procedures (Over the Simplified Acquisition Threshold)
52.203-8	Jan 1997	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Over the Simplified Acquisition Threshold)
52.203-10	Jan 1997	Price or Fee Adjustment for Illegal or Improper Activity (Over the Simplified Acquisition Threshold)
52.203-12	Oct 2010	Limitation on Payments to Influence Certain Federal Transactions (Over $150,000)
52.204-4	Aug 2000	Printed or Copied Double-Sided on Recycled Paper (Over the Simplified Acquisition Threshold)
52.204-7	Apr 2008	Central Contractor Registration
52.204-10	Jul 2010	Reporting Executive Compensation and First-Tier Subcontract Awards($25,000 or more)

Types of Contracts

Fixed Price

Cost Reimbursement

Time and Material

Labor Hour

Letter Contracts

Basic Ordering Agreements

Indefinite-Delivery/Indefinite-Quantity (IDIQ) (uses task orders for performance of individual projects)

Fixed Price Contract

- Contractor is paid an agreed upon amount for the work regardless of the actual costs incurred
- Payment schedule based on deliverables or dates
- No cost reporting required
- Maximum risk to the contractor

Fixed Price Contract

- Pros
  - Freedom to rebudget
  - Limited financial reporting
  - Keep it if you don’t spend it
- Cons
  - Payments tied to deliverables (e.g. full payment upon receipt of final report)
  - If you run out of funds . . . ☹

Cost Reimbursement Contract

- Contractor paid for allowed expenses up to set limit
- Contractor agrees to provide ‘best efforts’ to complete SOW
- Used for research and development with universities and non-profits
- No incentive for contractor to control costs; government imposes tighter controls
- Maximum risk to the government

Cost Reimbursement Contract

- Pros
  - Best efforts basis: no more funds = no more work
  - FAR clauses may be more favorable
  - Low Financial Risk
- Cons
  - High cost uncertainty
  - Closer financial scrutiny
  - Tighter rebudgeting controls
  - Frequent financial reports

CR/FP: How Do I Tell?

- Cost Reimbursement
  - "Total estimated cost" or "not to exceed"
  - Invoicing based on expenditures
  - Cost principles apply
  - Highest risk to Govt

- Fixed Price
  - "Total price"
  - Invoicing based on milestones
  - Little or no budgetary oversight by Government (University requirements may apply)
  - Highest risk to University

IDIQ Contract

- Indefinite quantity of work during fixed period of time
- Minimum and maximum limits specified
- Task orders issued for each requirement
- Government cannot determine precise services it will require during contract period

Hybrid Contracts

- One contract can have CR and FP components
  - Listed as separate Contract Line Item Numbers (CLINs)
  - Can include FAR clauses for both CR and FP
- Subcontract type does not have to match prime contract type
  - Different analysis can be done on the subcontractor

Prime vs. Pass-through

- Prime contract is a contract directly to University from the Federal government.
  - University has a direct relationship with government; these are less difficult to negotiate.
- Pass-through funding comes from another entity (e.g. university, corporation, foundation) via a subcontract.
  - Flows down applicable clauses from the Prime contract and adds additional terms from the pass-through entity.
  - May take longer to negotiate since there are two sets of terms.
  - Pass-through entity often must go back to their sponsor to remove troublesome terms in the subcontract.
  - Depending on type of entity, University may not be able to accept Prime terms (e.g. commercial terms).

Life Cycle of a Federal Contract

- RFP Issued
- Proposal Submission
- Negotiations
- Final Proposal Revision
- Offer
- Negotiation of Contract Terms and Conditions
- Acceptance
- Perform Work
- Payment
- Closeout

Responding to a Federal Contract RFP

Getting Started
Understanding RFP Sections

- Part I - The Schedule (Sections A – H)
- Part II – Contract Clauses (Section I)
- Part III – List of Documents, Exhibits and Other Attachments (Section J)
- Part IV – Representations & Instructions (Sections K–M)
- Attachments

Review and Identify Key Elements of an RFP

Fill in Discussion Points here

How many F's are in the statement below?

FINE POINT

It is easy to miss the finer points in life. Folks are frequently guilty of falling into this trap.

Getting Started, cont.

First Steps – for Department Staff

- Contact Central Research Administration Office once you know a faculty member plans to submit a proposal in response to a federal RFP.
- Register in FEDBIZOPPS to receive all RFP amendments: www.fbo.gov
- Read the RFP carefully!
- Create a timeline for proposal completion and set deadlines for each section of the proposal.

Creating the Proposal
What is the Technical Proposal?

- Detailed work plan explaining how each aspect of the Statement of Work will be accomplished.
- RFP provides very detailed instructions about what to include. Your proposal must address all items indicated in Section L.
- Demonstrates how well you understand the Statement of Work.

Creating the Proposal, cont.
Tips for the Technical Proposal

- Be sure to follow the Technical Proposal Instructions in Section L of the RFP.
- Study the evaluation criteria outlined in Section M to understand how your proposal will be evaluated.
- Hold initial and regular follow-up meetings with the proposal team to discuss strategy, progress, and problems.
- Proofread, proofread, proofread!

Creating the Proposal, cont.
What is the Business Proposal?

- Business Proposal Cover Sheet and Table of Contents
- Proposal Summary and Data Record
- Budget (Summary of Proposed Costs)
- Budget Justification
- Small Business Subcontracting Plan/Extent of Small Disadvantaged Business Participation
- Other Administrative Data
- Qualifications of the Offeror
- Attachments

Creating the Proposal, cont.
What is the Business Proposal?, cont.

- Must contain sufficient information to allow the Government to perform an analysis of the proposed cost or price of the work.
- Budget must reflect all necessary direct and indirect costs.
- Typical elements of cost: direct labor, fringe benefits, travel, materials/supplies, equipment, patient care, consultants, subcontracts, other direct costs, and indirect costs.

Creating the Proposal, cont.
Tips for the Business Proposal

- Use the Excel template to prepare a checklist of items to include in the budget.
- Don’t wait until the last minute to start gathering cost documentation.
- If using subcontractors, contact them ***early in the process***. Let them know exactly what you need from them. Give them a deadline of 10 business days before the proposal due date.

Typical Attachments to the Business Proposal

- University's Annual Financial Report
- University's Travel Policy
- Negotiated Indirect Cost Rate Agreement, including the negotiated fringe benefit rate:
- Representations and Certifications
- Lobbying Disclosure

Building a Budget for the Proposal

- Read the RFP
- Define period of performance based on RFP
- Have a costing strategy as well as a technical strategy
- Use the Summary of Proposed Costs or similar spreadsheet template
- Use the RFP to create a checklist of items to include in the budget
- Make sure the budget is consistent with the SOW you are providing

Building a Budget for the RFP

- Does the RFP state specific assumptions for budgeting purposes?
- Assumptions can be included in your cost/business proposal on a separate page or as footnotes to your budget
- Always document your assumptions so that you can refer to them later and make changes if needed
- Check and re-check your numbers and formulas. Review the hard copy of your budget to help in spotting errors.

Building a Budget for the RFP

- Competitive bidding
  - Appropriate when multiple possible sources exist for the work to be performed
  - Competition is required unless it falls within one of the exceptions in FAR Subpart 6.3, such as a sole source selection
  - Check your university-specific policies on competitive bidding
- Documentation regarding selection should include
  - Copy of the request for proposal (RFP)
  - Three competitive bids required
  - Reason for choosing winning vendor/subcontractor

Building a Budget for the RFP

- **Sole Source** - Specific products or services available from *only one responsible source*, also called sole provider, sole supplier, sole vendor, or sole distributor
  - Only known source of knowledge or expertise
  - Has unique processes, techniques or facilities
  - Member of collaborative scientific team
- **Single Source –** A source *specifically selected* among other, if any, due to specific reasons
  - Replacement parts
  - Compatibility
  - Quality, service, support
- See FAR 6.302

FAR Subcontract Definition

- All contractual agreements issued under a federal contract are considered ‘subcontracts’ i.e., any funds expended outside of your institution (subs, vendors, travel, materials, etc.)
- There is no distinction between subcontracts and vendor agreements in the FAR.

OMB A-133 distinction between Subcontractor & Vendor

- It is important to make a distinction between subcontractors and vendors during proposal preparation for F&A purposes.
- For definitions of both, see OMB Circular A-133 Subpart B Section __.210
- For a vendor, you should provide three quotes or a sole source justification as part of your proposal. For a subcontractor, you should obtain all information required for subcontractors in the RFP, which generally mirrors the information required in your prime proposal.

Case Studies – Vendor vs Subcontract

- Case Study A –
  - University of Chapel Hill
  - PI is performing stated SOW using university resources and university effort
  - PI will publish and function as a key member of the scientific team
  - Has responsibility for programmatic decision-making

Case Studies – Vendor vs Subcontract

- Case Study B –
  - Chapel Hill Labs
  - will be processing blood samples and providing raw data to your university
  - Provides similar goods or services to many different purchasers

Case Studies – Vendor vs Subcontract

- Case Study C
  - Chapel Hill Labs
  - will be processing blood samples and providing complete analysis to your university, based on stated SOW
  - PI will publish and function as a key member of the scientific team
  - Has responsibility for programmatic decision-making

Submission Complete – What's Next?

- Cost or Price Analysis carried out by federal contracting officers:
  - Cost analysis: the review of separate elements of cost and supporting data. Used for cost reimbursement contracts.
  - Price analysis: the review of the entire contract price without looking at individual items of cost. Appropriate when there is adequate price competition.

Negotiations & Final Proposal Revision

Technical and Business Proposals

- Negotiations
  - May be conducted orally (conference call) or in writing (most common). Will consist of questions/clarifications regarding both technical and business proposals. Response time is short – be prepared to respond quickly. May be many rounds of questions/responses. Your central office manages negotiation process.

- Final Proposal Revision
  - Once Government is satisfied that all issues are addressed or clarified, they will request a Final Proposal Revision (FPR). The FPR is the last opportunity for an offeror to change its proposal. The FPR incorporates all changes made to both the technical and business proposals up to that point.

Not Selected?
Or
Selected!

- **Not selected?** Request a debriefing by contacting your central office. You have 3 days to request a debriefing from the time you receive written notice that you were not selected. The debriefing will assist you by telling us the deficiencies in the proposal.

- **Selected!** Review of proposed contract document and negotiation of terms and conditions.

See if you can figure out the puzzles below:

7 B F 7 B	Seven Brides for Seven Brothers
101 D	101 Dalmatians
3 B M	3 Blind Mice
366 D I A L Y	366 Days in a Leap Year
T 7 W O T W	The 7 Wonders Of The World
50 W T L Y L	50 Ways to Leave Your Lover
12 S O T Z	12 Signs of the Zodiac
16 O I A P	16 Ounces in a Pound
T 3 W M	The 3 Wise Men
13 I A B D	13 in a baker’s dozen
26 L I T A	26 Letters in the alphabet

Federal Acquisition Regulation

Did You Know?

The key components of the contract document govern what is allowable and what work is performed. Unlike a grant document which references circulars for guidance in institutional decision making, a contract document specifically states the **Federal Acquisition Regulation** in full or by number to abide by. In cases where there is uncertainty concerning a compliance matter, the research team should seek guidance from the applicable university compliance resource prior to contacting the sponsor. If changes are needed in the contract, your central office is responsible for negotiating a contract modification.

Where Do I Start?

- Determine the Nature of the Contract
  - Type
    - Cost-Reimbursement
    - Fixed-Price
    - Time & Material/Labor Hour
    - Indefinite Delivery/Indefinite Quantity
    - Basic Ordering
  - Purpose
    - Construction
    - Research & Development
    - Supply
    - Service

Where Do I Start?

- Looking up FAR clauses
  - Look up the clauses listed in your contract in Part 52 of the relative Chapter (e.g., basic, DFARS, DEAR, etc.)
  - Use the cross-reference stated in the first line of each clause to find the prescription

Where Do I Start?

- Which clauses are acceptable?
  - Read the clause – can your university live with it?
  - Read the prescription – does it apply?
    - Contract type (FP, CR, T&M)
    - Contract purpose (R&D, Supplies, Services)
    - Recipient type (for-profit, non-profit, EI)
  - Is there a trigger (i.e., $ threshold) or does it apply no matter what?
  - Is it required or optional? See FAR matrix at https://www.acquisition.gov/far/current/matrix/Matrix_01.html

Determining Acceptability

Example: Your contract includes clause 52.227-13. What do you do next?

- Go to Part 52 and find the clause. Read it.
- The cross reference at the beginning of the clause states: “As prescribed at 27.303(e), insert the following clause.”
- Go to Part 27, Subpart 3, section 03, to find the prescription. Read it.

Determining Acceptability

- FAR 27.303(e) says:

Except as provided in paragraph (e)(2) of this section, and after compliance with the applicable procedures in 27.304-1(b), the contracting officer may insert the clause at 52.227-13, Patent Rights—Ownership by the Government, or a clause prescribed by agency supplemental regulations, if—

(i) The contractor is not located in the United States or does not have a place of business located in the United States or is subject to the control of a foreign government;

(ii) There are exceptional circumstances and the agency head determines that restriction or elimination of the right to retain title to any subject invention will better promote the policy and objectives of chapter 18 of title 35 of the United States Code;

(iii) A Government authority that is authorized by statute or executive order to conduct foreign intelligence or counterintelligence activities, determines that restriction or elimination of the right to retain any subject invention is necessary to protect the security of such activities; or

(iv) The contract includes the operation of a Government-owned, contractor-operated facility of DOE primarily dedicated to that Department's naval nuclear propulsion or weapons related programs.

- Is this clause proper for your contract?

So Now What?

- Scan the Part where the previous prescription was found.
- Find anything more appropriate?
- FAR 27.303(a) says:

  (1) The contracting officer shall insert the clause at 52.227-11, Patent Rights – Retention by the Contractor (Short Form), if all the following conditions apply:

  (i) The contractor is a small business concern or nonprofit organization as defined in 27.301 or, except for contracts of the Department of Defense (DOD), the Department of Energy (DOE), or the National Aeronautics and Space Administration (NASA), any other type of contractor.

  (ii) No alternative patent rights clause is used in accordance with paragraph (c) or (d) of this section or 27.304-2.
- This implements Bayh-Dole. Much better! Ask your CO for a replacement.

Negotiation Issues

- Security Requirements
- Confidentiality Conditions
- Publishing Rights
- Intellectual Property
- Governing Law
- Export Controls
- Use of Foreign Nationals
- Indemnification/Hold Harmless
- Classified Contracts
- FISMA
- SBSP

<u>Troublesome Clauses</u>

- FAR 52.204-2 Security Requirements, Alternate I
- FAR 52.227-17 Rights in Data – Special Works
- DFARS 252.204-7000 Disclosure of Information
- ARL 52.005- 4401 – Release of Information (July 2002)
- ARL 52.004-4400 – Foreign Nationals Performing Under Contract (Feb 2002)
- USACE 52.0000—4017 Foreign Nationals

Publication Restrictions

- Most common troublesome clauses
  - 52.227-17 Rights in Data – Special Works
    - Purpose: Establishes that contract deliverables are for sole use of the government (work-for-hire).
    - Issue: All data and deliverables are owned by the government. Contractor may not publish or release without prior approval; must request permission for ownership and/or use.
    - Action: The prescription is very clear about the few situations for which the government may invoke this clause – unless you intend this, get it removed.
  - 252.204-7000 Disclosure of Information
    - Purpose: To safeguard classified information in industry.
    - Issue: Requires government prior approval to publish or disseminate. Purpose is not apparent from prescription.
    - Action: Refer to NSDD-189 as justification for getting restriction removed. Also, note IRS Ruling 76-296.

Data

52.227-14 Rights in Data - General

- Purpose: Establishes ownership of data and copyrights.
- Issue: Allows contractors to establish copyright on publications first produced. For educational institutions, Alternate IV will allow ownership of all data.
- Action: Request that Alternate IV be included.

Allowable Cost and Payment

52.216-07 Allowable Cost and Payment

- Purpose: Establishes which cost principles will apply, and terms of payment.
- Issue: Defaults to commercial cost principles (31.2).
- Action: Request that reference to 31.2 in first paragraph be changed to 31.3 (which incorporates A-21).

Obligated Funds Limitation

52.232-22 Limitation of Funds

- Purpose: Establishes a notification system whereby government is informed when contractor expenditures reach a specified threshold or are expected to exceed total obligated funds.
- Issue: Puts government on notice that contractor is coming to end of obligated funding. Also establishes 60 day deadline for supplemental or extension requests.
- Action: Provide notification.

Cost Limitation

52.232-20 Limitation of Costs

- Purpose: Establishes a notification system whereby the government is informed when contractor expenditures reach a specified threshold, and whether expenditures will be substantially more or less than total estimated cost.
- Issue: Puts government on notice that contractor is coming to end of contract. Government must respond or contractor is no longer responsible to continue work.
- Action: Provide notification.

Subcontracts

52.244-2 Subcontracts

- Purpose: Establishes prior approval requirements for issuance of subcontracts as well as contractor documentation requirements for same.
- Issue: Prior ACO approval may be required (even if subcontract was in budget), especially if you don't have an approved purchasing system.
- Action: Document! Also, previous versions of this clause may apply depending on date of contract, with different requirements.

Property Management

52.245-1 Government Property

- Purpose: Defines property; establishes title and management standards.
- Issue: Title vests in government unless stated elsewhere in contract (Section B). Alternate II allows educational institutions to retain title if under $5,000, provided prior approval was obtained. However, Alt. II requires quarterly reporting. Default vesting is with government.
- Action: Request Alternate II if you wish, but remember reporting requirements. Request title upon termination.

Termination

52.249-5 Termination for Convenience of the Government (Educational and other…)

- Purpose: Specifies actions contractor must take when it receives a termination notice from government (similar to Stop-Work Order.).
- Issue: This is the only termination clause prescribed for use with universities performing R&D (either CR or FP). Termination for Default becomes a possibility on non- R&D contracts.
- Action: Make sure contract is classified as R&D.

Tips Central Offices Use for Successful Negotiating

- Explain why!
- Link the prescription to your reasoning
- Argue on the basis of institutional policy
- Cite previous contracts
- If you receive a commercial PO, ensure proper clauses for the nature of the work are included
- Take a breather
- Switch negotiators
- Switch techniques

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Small Business Subcontracting

Small Business Subcontracting Plan

- The submission of a SBSP is required as part of the federal contract application either at time or submission or at time of negotiation for contract proposals of $650,000* or more .

- Requirements have been set forth by the federal government to ensure utilization of vendors in traditionally underutilized size and socio-economic categories.

- Contact your central office responsible for purchasing **prior** to budget development to identify small and diverse business opportunities.

*subject to change

FAR Requirements for Utilizing Small Businesses

52.219-08 Utilization of Small Business Concerns

- Purpose: To establish requirement for Contractor to utilize small businesses to the extent practicable.
- Issue: Required to use small businesses for prime contract in excess of the SAT.
- Action: Ensure department is aware of requirement and utilizing small businesses.

FAR Requirements for Utilizing Small Businesses

52.219-09 Small Business Subcontracting Plan

- Purpose: To establish requirement for Contractor to submit a Subcontracting Plan.
- Issue: Requires preparation and submission prior to award; requires reporting. Plan is incorporated into contract, so violation is a material breach.
- Action: Coordinate with your purchasing department. If no plan was submitted, get clause removed.

Small Business Subcontracting Plan - Goals

- Small and diverse vendor participation goals are typically expected between 40%-50% (non-labor, direct spend)

- Vendor categories for inclusion consist of:
  - Small Business (SB)
  - Small Disadvantaged Business (SDB)
  - Woman-Owned Small Business (WOSB)
  - HUB Zone (HUBZone)
  - Veteran-Owned Small Business (VOSB)
  - Service-Disabled Veteran-Owned Business (SDVOSB)

Small Business Subcontracting Plan - Process

- Contact your purchasing office to obtain a current list of Size Self-Certified Vendors. These are the only vendors that can be considered “small” in a small business subcontracting plan.
- **Prior to budget development,** provide a detailed list of materials/services necessary under the contract with corresponding vendors (including any that can be utilized from the size-self certified list), broken out by material/supply-type and base/option year.
- Your purchasing office will respond with suggested small and diverse vendors for the goods and services required if a small business was not previously identified
- Suggested vendors should be contacted by the department for confirmation of product availability and pricing for inclusion in the budget
- The budget should then be developed, indicating final vendor selection and pricing, then submitted to your central office for approval.

Sample Justification of ALL Planned Expenditures – Small Businesses

Products and/or Services	Total	Other	Small Business	SDB	WOSB	Hubz	VOSB	SD-VOSB	Justification
DeHaven's	$78,387		X						n/a
Port City Diagnostics	$152,337		X		X				n/a
ISC Bio Express	$268,447		X						n/a
Neta Scientific	$116,947		X	X	X				n/a
Gemini Bio Products	$507,346		X						n/a
LSG Printing	$11,378		X	X					n/a
KSE Scientific	$13,406		X		X				n/a
Genesee Scientific	$8,583		X						n/a
Quidel	$12,804		X						n/a
Duluth Travel	$141,558		X				X	X	n/a
Lab Repco	$129,483		X						n/a

Sample Justification of ALL Planned Expenditures – Large Businesses

Products and/or Services	Total	Other	Justification
Roche	$1,425,757	X	The tests and consumables from Roche are only available from Roche for use on their FDA-approved testing equipment
Abbott	$1,599,214	X	The tests and consumables from Abbott are only available from Abbott for use on their FDA-approved testing equipment.
Siemens	$295,840	X	The tests and consumables from Siemens are only available from Siemens for use on their FDA-approved testing equipment.
Air Gas	$82,414	X	Air Gas is the on campus vendor for liquid nitrogen at Duke and is the only local provider of this service.
Safe T Pak	$322,495	X	Saf T Pak packaging is certified IATA approved for shipping hazardous biological materials. There is not a small business vendor for this certified packaging.
Duke University	$490,651	X	This service is offered internally at Duke, and there is not an available small business vendor for this service.
Invitrogen	$9,790	X	The items purchased from Invitrogen include western blot reagents, cell culture media components and a reagent for RNA extraction. All of these are very sensitive procedures that could be affected by a change in brands. Thus we are unable to change our vendor.
Ambion	$1,734	X	Ambion products to be purchased are for PCR only. PCR is an very sensitive assay that can be modified by changing manufacturer's for any product. Our PCR procedures are optimized for Ambion products.
Qiagen	$700	X	Qiagen is listed as a vendor for a gel extraction kit. This kit removes DNA from a electrophoresis gel and high quality DNA is critical for the next steps of our procedure. Therefore, switching vendors could potentially compromise the quality of DNA we extract.

Small Business Subcontracting Plan: Sources of Small Businesses

- SBs can be identified at www.ccr.gov - The Central Contractor Registry
- This database houses small and non-small businesses
- Once identified, every small vendor must complete a size self-certification document which includes their industry code and signature, prior to being included in a SBSP
- If a certifying document is not received at the time of SBSP approval, the vendor cannot be counted as "small".
- Frequent commodities sourced to SBs include: Lab Supplies, Travel, Office Supplies, Computers, Teleconference, Printing, Chemicals
- Your purchasing office may be able to verify the size of all businesses prior to SBSP development
- Any small business concerns should be referred to your purchasing office for appropriate certification documentation