This is a combined synopsis/solicitation for commercial products or commercial services prepared in accordance with FAR RFO Part 12. This announcement constitutes the only solicitation. Offers are being requested and a separate written solicitation will not be issued. The solicitation number is 75F40126Q00204. This solicitation is issued as a Request for Quote (RFQ) for Provision of Bordetella-Free Baboons for Pertussis Infection and Vaccination Studies.

This acquisition is not set-aside for small business concerns. This solicitation incorporates provisions and clauses by reference. The full text of provisions and clauses may be accessed electronically at https://www.acquisition.gov/far-overhaul.

The associated North American Industry Classification System (NAICS) Code is **112990: All Other Animal Production.**

Schedule of Items (all shipping and handling shall be included in the price).

Contract Line Item	Description	Quantity	Unit	Unit Price	Extended Price
0001	Provision of Bordetella-Free Baboons for Pertussis Infection and Vaccination Studies	20	EA	$ _____	$ _____
0002	Optional Item: Return of Baboons at the conclusion of the FDA studies	20	EA	$ _____	$ _____
	Total Evaluated Price (CLIN 0001 and 0002)			**$ _____**	

Statement of Work

Center for Biologics Evaluation & Research (CBER)

Provision of Bordetella-Free Baboons for Pertussis Infection and Vaccination Studies

1. Background

Pertussis is an acute, highly contagious, potentially life-threatening respiratory disease, caused by the Gram-negative bacterium Bordetella pertussis. The underlying factors leading to the failure of public health measures to control pertussis disease using currently licensed vaccines are poorly understood. A more complete understanding of this disease and of the mechanisms of vaccine-mediated protection is a critical public health need.

The baboon model of pertussis, developed in the laboratories of the Food and Drug Administration (FDA) Center for Biologics Evaluation and Research (CBER), is the only animal model of pertussis that recapitulates the disease as observed in human patients. Refinement of the baboon model to include establishment of infection by means of natural transmission will enable a more refine evaluation of the differences between the licensed acellular pertussis vaccines that fail to prevent infection and the whole cell vaccines that reduce infection. The performance of this study requires the purchase and delivery of twenty, Bordetella-free baboons.

2. Purpose

The purpose of this solicitation is to obtain baboons for studies to be conducted at FDA/CBER Facility in Silver Spring, Maryland.

3. Requirements

The contractor(s) shall provide and deliver twenty baboons and shall meet the specifications below:

1. Twenty, six to eight-month-old, Bordetella-free, unvaccinated baboons delivered to CBER in one shipment.
2. The vendor will draw blood and perform nasopharyngeal washes prior to shipment. The nasopharyngeal washes will be plated to confirm absence of Bordetella and sera will be sent to CBER laboratories for serology. Only animals that test negative for Bordetella exposure, as determined by the CBER principal investigator, will be included in the shipment.
3. All baboons shall be examined by a licensed veterinarian, Doctor of Veterinary Medicine (DVM) as defined by the Animal Welfare Act Regulations (9 CFR, Subchapter A, Part 1 - Definition of Terms), experienced in Non-Human Primates (NHP) medicine and surgery, and found to be in good health prior to shipping.

4. The vendor will coordinate with USDA-licensed carriers and the CBER division of veterinary services for the delivery of baboons into quarantine at the CBER primate facility on the FDA White Oak Campus in Silver Spring Maryland.
5. The contractor shall maintain liaison with carrier personnel to ensure the animals receive proper care in accordance with USDA standards and guidelines during transit.
6. Shipping, quarantine, and animal handling procedures comply with the CBER Institutional Animal Care and Use Committee (IACUC) and are detailed in the approved animal safety protocol (ASP#2009-19) The CBER Animal Assurance Number is A4295-01.
7. Contractors must commit to accept return of animals that clear infection and return to good health following conclusion of B. pertussis studies at CBER.

4. Special Requirements: Animal Welfare

The shipment of animals to CBER and the conduct of animal studies at CBER will be performed under approval of the CBER institutional IACUC as outlined in the approved animal study protocol ASP#2009-19.

Delivery acceptance criteria are that the animals be of the age, gender and weight specified in the animal order, the animals be free of exposure to Bordetella, and that the animals arrive in good health. Acceptance of the animals will be made by the supervising veterinarian at the quarantine facility upon completion of a quarantine entry physical.

The contractor shall be responsible for meeting all requirements associated with shipment and delivery of animals.

5. Delivery

Delivery must be coordinated with the COR in advance.
FDA White Oak Campus
10903 New Hampshire Avenue
Silver Spring, MD 20993
Bldg. 72 CBER Vivarium

POC: *To be provided at time of award*

6. Contract Type

The required products and supplies will be provided on a Firm Fixed Price basis.

7. Period of Performance

a. Dates are approximate to be finalized upon award.

b. Delivery is expected to be completed within ninety (90) calendar days of contract award.
c. Estimated award date: 07/24/2026
d. The period of performance (estimated) for the FDA study is 10/26/2026 to 12/25/2027.

8. Government Furnished Equipment/Government Furnished Information (GFI)

No government-furnished property or government-furnished information will be provided in the scope of this acquisition.

9. Holidays and Government Closures

The Contractor is not required to provide on-site services on the following days that are Federal Holidays or on any other day designated as a Federal holiday for the Washington, DC area:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Juneteenth Independence Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

In the event of inclement weather when the Federal government is closed, the Contractor is not required to provide on-site service. The Contractor is required to follow, as a minimum, other directives issued by the U.S. Office of Personnel Management or other such official for late arrivals due to inclement weather (unless otherwise specified in the Contract).

In the event the Federal Government is closed by order of the President of the United States or the U.S. Office of Personnel Management for any reason, or the agency, the center or the building is closed for administrative or safety reasons, the Contractor shall follow directives issued by responsible officials concerning reporting for work.

10. Contract Administration

a. Contract Specialist
David Kramer, Contract Specialist
Phone: 703-447-2694
Email: david.kramer@fda.hhs.gov

b. Contracting Officer's Representative (COR) –
The following COR will represent the Government for the purpose of this contact:
(To be completed at time of award)
Name:
Phone:
Email:

The COR is responsible for:

1) Monitoring the Contractor's technical progress, including the surveillance and assessment of performance and recommending to the Contracting Officer changes in requirements;
2) Interpreting the statement of work and any other technical performance requirements;
3) Performing technical evaluation as required;
4) Performing technical inspections and acceptances required by this contract; and
5) Assisting in the resolution of technical problems encountered during performance.

The Contracting Officer is the only person with authority to act as agent of the Government under this contract. Only the Contracting Officer has authority to:

1) Direct or negotiate any changes in the statement of work;
2) Modify or extend the period of performance;
3) Change the delivery schedule;
4) Authorize reimbursement to the Contractor any costs incurred during the performance of this contract; or
5) Otherwise change any terms and conditions of this contract.

11. Inspection and Acceptance

The supplies and/or services delivered hereunder shall be inspected and accepted at destination by the COR specified at award. If the supplies or services are deemed acceptable in no more than ninety (90) calendar days, the COR shall promptly forward a report of inspection and acceptance to the paying office. If the supplies or services are not acceptable, the COR shall document the nonconforming items/services and immediately notify the contracting officer.

12. Payments

Payment terms are Net-30 calendar days after government acceptance. No advance payments will be made.

13. Invoice Submission

FDA Electronic Invoicing and Payment Requirements - Invoice Processing Platform (IPP) (Jan 2022)

a. All Invoice submissions for goods and or services must be made electronically through the U.S. Department of Treasury's Invoice Processing Platform System (IPP). http://www.ipp.gov/vendors/index.htm

b. Invoice Submission for Payment means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in FAR 32.905(b), "Content of Invoices" and the applicable Payment clause included in this contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial items contracts. The IPP website address is: https://www.ipp.gov

c.

1. The Agency will enroll the Contractors new to IPP. The Contractor must follow the IPP registration email instructions for enrollment to register the Collector Account for submitting invoice requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive Registration email from the Federal Reserve Bank of St. Louis (FRBSTL) within 3 - 5 business days of the contract award for new contracts or date of modification for existing contracts.
2. Registration emails are sent via email from ipp.noreply@mail.eroc.twai.gov. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email to IPPCustomerSupport@fiscal.treasury.gov or phone (866) 973-3131.
3. The Contractor POC will receive two emails from **IPP Customer Support**, the first email contains the initial administrative IPP User ID. The second email, sent within 24 hours of receipt of the first email, contains a temporary password. You must log in with the temporary password within 30 days.
4. If your company is already registered to use IPP, you will not be required to re-register.
5. If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment as authorized by HHSAR 332.7002, a written request must be submitted to the Contracting Officer to explain the circumstances that require the authorization of alternate payment procedures.

d. Invoices that include time and materials or labor hours Line Items must include supporting documentation to (1) substantiate the number of labor hours invoiced for each labor category, and (2) substantiate material costs incurred (when applicable).

e. Invoices that include cost-reimbursement Line Items must be submitted in a format showing expenditures for that month, as well as contract cumulative amounts. At a minimum the following cost information shall be included, in addition to supporting documentation to substantiate costs incurred.

1. Direct Labor - include all persons, listing the person's name, title, number of hours worked, hourly rate, the total cost per person and a total amount for this category;

2. Indirect Costs (i.e., Fringe Benefits, Overhead, General and Administrative, Other Indirects) - show rate, base and total amount;
3. Consultants (if applicable) - include the name, number of days or hours worked, daily or hourly rate, and a total amount per consultant;
4. Travel - include for each airplane or train trip taken the name of the traveler, date of travel, destination, the transportation costs including ground transportation shown separately and the per diem costs. Other travel costs shall also be listed;
5. Subcontractors (if applicable) - include, for each subcontractor, the same data as required for the prime Contractor;
6. Other Direct Costs - include a listing of all other direct charges to the contract, i.e., office supplies, telephone, duplication, postage; and
7. Fee - amount as allowable in accordance with the Schedule and FAR 52.216-8 if applicable.

f. Contractor is required to attach an invoice log addendum to each invoice which shall include, at a minimum, the following information for contract administration and reconciliation purposes:

1. List of all invoices submitted to date under the subject award, including the following:
    1. Invoice number, amount, & date submitted
    2. Corresponding payment amount & date received
2. Total amount of all payments received to date under the subject contract or order; and
3. For definitized contracts or orders only, total estimated amounts yet to be invoiced for the current, active period of performance.

g. Payment of invoices will be made based upon acceptance by the Government of the entire task or the tangible product deliverable(s) invoiced. Payments shall be based on the Government certifying that satisfactory services were provided, and the Contractor has certified that labor charges are accurate.

h. If the services are rejected for failure to conform to the technical requirements of the task order, or any other contractually legitimate reason, the Contractor shall not be paid, or shall be paid an amount negotiated by the CO.

i. Payment to the Contractor will not be made for temporary work stoppage due to circumstances beyond the control of U.S. Food and Drug Administration such as acts of God, inclement weather, power outages, and results thereof, or temporary closings of facilities at which Contractor personnel are performing. This may, however, be justification for excusable delays.

j. The Contractor agrees that the submission of an invoice to the Government for payment is a certification that the services for which the Government is being billed, have been delivered in accordance with the hours shown on the invoices, and the services are of the quality required for timely and successful completion of the effort.

k. Questions regarding invoice payments that cannot be resolved by the IPP Helpdesk should be directed to the FDA Employee Resource and Information Center (ERIC) Helpdesk at 301-827-ERIC (3742) or toll-free 866-807-ERIC (3742); or, by email at

ERIC@fda.hhs.gov. Refer to the Call-in menu options and follow the phone prompts to dial the option that corresponds to the service that's needed. All ERIC Service Now Tickets will either be responded to or resolved within 48 hours (2 business days) of being received. When emailing, please be sure to include the contract number, invoice number and date of invoice, as well as your name, phone number, and a detailed description of the issue.

14. Notice Regarding the Use of Macros in Submitted Documents

Be advised that FDA does not accept documents which contain the use of macros. When submitting documents via email, DO NOT include .exe, .mso, or any other executable file types that could potentially trigger email security protections (i.e. email blocks, quarantine). Document submissions required throughout the award period(s) shall not have macro enabled functionality and any document delivered having that functionality will be deemed delinquent, if not corrected prior to the due date

Contract clauses

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): https://www.acquisition.gov/far-overhaul and https://www.hhs.gov/grants/contracts/contract-policies-regulations/hhsar/index.html

The following contract clauses apply to this acquisition.

Required:

52.212-4, Contract Terms and Conditions-Commercial Items (Deviation) (RFO Aug 2025)

Applicable:

52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020)

52.203-17, Contractor Employee Whistleblower Rights (Nov 2023)

52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)

52.204-13 System for Award Management and Maintenance (Deviation) (RFO Aug 2025)

52.209-6, Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation) (RFO Aug 2025)

52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Deviation) (RFO Aug 2025)

52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Deviation) (RFO Sep 2025)

52.219-8, Utilization of Small Business Concerns (Jan 2025)

52.222-3, Convict Labor (Jun 2003)

52.222-19, Child Labor—Cooperation with Authorities and Remedies (Deviation) (RFO Sep 2025)

52.222-35, Equal Opportunity for Veterans (Deviation) (RFO Sep 2025)

52.222-36, Equal Opportunity for Workers with Disabilities (Deviation) (RFO Sep 2025)

52.222-37, Employment Reports on Veterans (Deviation) (RFO Sep 2025)

52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)

52.222-50, Combating Trafficking in Persons (Deviation) (RFO Sep 2025)

52.222-90 Addressing DEI Discrimination by Federal Contractors (RFO Deviation) (Apr 2026)

52.223-23, Sustainable Products and Services (Deviation) (RFO Sep 2025)

52.225-5, Trade Agreements (NOV 2023)

52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024)

52.229-12 Tax on Certain Foreign Procurements (Deviation) (RFO Jul 2025)

52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2018)

52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)

52.233-3, Protest After Award (Deviation) (RFO Aug 2025)

52.233-4, Applicable Law for Breach of Contract Claim (Deviation) (RFO Aug 2025)

52.240-91 Security Prohibitions and Exclusions (Deviation) (RFO Aug 2025)

52.244-6, Subcontracts for Commercial Products and Commercial Services (Deviation) (RFO Sep 2025)

Other applicable clauses:

52.217-7 Option for Increased Quantity-Separately Priced Line Item (Mar 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor at time of award through February 28, 2028. This date may be extended dependent on FDA studies. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

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):
http://www.hhs.gov/grants/contracts/contract-policies-regulations/hhsar/index.html

HHSAR Clause 352.232-71 Electronic Submission of Payment Requests (RFO Deviation) (Apr 2026)

(a) Definitions. As used in this clause-
Payment request means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), "Content of Invoices" and the applicable Payment clause included in this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Department of Treasury Invoice Processing Platform (IPP) or successor system. Information regarding IPP, including IPP Customer Support contact information, is available at www.ipp.gov or any successor site.

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

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

(END OF CLAUSE)

HHSAR Clause 352.239-79 Information and Communication Technology Accessibility (Feb 2024) (Deviation)

(a) Pursuant to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998, all information and communication technology (ICT) supplies, products, platforms, information, documentation, and services support developed, acquired, maintained or delivered under this contract or order must comply with the Revised 508 Standards, which are located at 36 C.F.R. 1194.1 and Appendices A, B, and C, and are available at https://www.access-board.gov/ict/. Information about Section 508 is available at https://www.hhs.gov/web/section-508/index.html.

(b) Additional Section 508 accessibility standards applicable to this contract or order may be identified in the specification, statement of work, or performance work statement. If it is determined by the Government that ICT supplies, products, platforms, information, documentation, and services support provided by the Contractor do not conform to the described accessibility standards in the contract, remediation of the supplies, products, platforms, information, documentation, or services support to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

(c) In the event of a modification(s) to this contract or order, which adds new ICT supplies or services or revises the type of, or specifications for, supplies, products, platforms, information, documentation, or services support, the Contracting Officer shall require that the Contractor submit a completed HHS Section 508 Accessibility Conformance Checklist (see *https://www.hhs.gov/web/section-508/accessibility-checklists/index.html*) or an Accessibility Conformance Report (ACR) (based on the Voluntary Product Accessibility Template (VPAT) see https://www.itic.org/policy/accessibility/vpat), and any other additional information necessary to assist the Government in determining that the ICT supplies or services conform to Section 508 accessibility standards. If it is determined by the Government that ICT supplies, products, platforms, information, documentation, and services support provided by the

Contractor do not conform to the described accessibility standards in the contract, remediation of the supplies, products, platforms, information, documentation, or services support to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

(d) If this is an Indefinite-Delivery type contract, a Blanket Purchase Agreement or a Basic Ordering Agreement, the task/delivery order requests that include ICT supplies, products, platforms, information, documentation, or services support will define the specifications and accessibility standards for the order. In those cases, the Contractor shall be required to provide a completed HHS Section 508 Accessibility Conformance Checklist (see *https://www.hhs.gov/web/section-508/accessibility-checklists/index.html*) or an ACR (based on the VPAT see https://www.itic.org/policy/accessibility/vpat), and any other additional information necessary to assist the Government in determining that the ICT supplies, products, platforms, information, documentation, or services support conform to Section 508 accessibility standards. If it is determined by the Government that ICT supplies and services provided by the Contractor do not conform to the described accessibility standards in the provided documentation, remediation of the supplies, products, platforms, information, documentation, or services support to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

(e) The contractor shall identify to the Contracting Officer any perceived exception or exemption to Section 508 requirements.

(End of clause)]

Solicitation Provisions

Contract Type: Commercial Item-Firm Fixed Price.

In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):
https://www.acquisition.gov/far-overhaul
https://www.hhs.gov/grants/contracts/contract-policies-regulations/hhsar/index.html

The provision at FAR 52.212-1 Instructions to Offerors-Commercial Items (Deviation) (RFO Aug 2025) The following addenda have been added to this provision:

- **Technical Capability:** Will be determined by review of information submitted by the offeror which must provide sufficient technical information necessary for the Government to conclusively determine that the offered services meet or exceed the technical requirements identified above. The offeror shall provide a written approach to satisfy all of the requirements herein. The offeror may include technical specifications, ISO certifications, descriptive material, literature, brochures and other information which demonstrates the capabilities of the contractor to meet the requirement. Technical specifications shall be included for each listed item in the minimum required salient characteristics section above. Any proprietary information shall be marked as such.
- **Past Performance:** Provide recent (within the last three (3) years of proposal due date) and relevant prior experience information for the on-site preventative maintenance of the same or substantially similar equipment detailed in the Statement of Work to include period of performance, description, your role and responsibilities as either prime or subcontractor, dollar value, client name, client address, client point of contact name, client point of contact phone number, and client point of contact email address. Respondents who do not provide a valid email address for the client POC or without a relevant record of past performance or for whom information on current or past performance is not available will not be evaluated favorably or unfavorably. Favorable past performance is considered higher than neutral past performance.
- **Price:** Offerors shall provide a detailed price quote for each item proposed to meet the Schedule of Items. (Offerors shall fill in the schedule above with the total prices and provide a detailed quote in their own format.) Offerors shall include the firm's SAM Unique Entity ID (UEI) number with their quote. The post-warranty service/preventative maintenance optional periods will not be funded at time of award. If exercised, funding will be obligated individually each year for the option period exercised via contract modification; the option periods shall be priced accordingly.

As applicable, the offerors shall submit a written Accessibility Conformance Report (ACR) for each item not in compliance with 508 standards identified in clause 352.239-74, describing how

the item(s) will fully address the accessibility requirements outlined in the solicitation; and a description of the evaluation methods the offeror will use to validate for conformance to the Revised 508 Standards. The ACR should be based on the VPAT - Information Technology Industry Council (MS Word) provided by the Industry Technology Industry Council (ITIC). For this requirement we anticipate only invoices to be applicable to the requirement

NOTE: Submission of the ACR is required for documentation purposes. In accordance with agency purchasing procedures, solutions which do not conform fully to the applicable 508 standards may still be purchased by FDA if the FDA Requiring Office obtains the appropriate approval. In order to obtain approval, the FDA must have an ACR from the vendor documenting the level of conformance of the items being purchased.

The government is not responsible for locating or securing any information, which is not identified in the proposal however the Government reserves the right to obtain information for use in the evaluation from any and all sources including sources outside of the Government. The Government reserves the right to request additional information from a quoter at any time.

Microsoft Suite Documents Containing Macros

The offeror shall submit all electronic documents for Microsoft Office suite products without the use of "macros". ***When submitting proposals via email, DO NOT include .exe, .mso, or any other executable file types that could potentially trigger email security protections (i.e. email blocks, quarantine).*** If the offeror or applicant submits documents that contain macros**,** ***macro referenced files, and/or executable files*****,** the Government will not be able to view or open such documents and the submission will be considered non-responsive to the solicitation. No additional time will be given to an offeror or applicant to correct the document submission and the Government will not inform the offeror or applicant that their submission is non-responsive prior to award. It is the offeror's responsibility to ensure all electronic documents are submitted without the use of macros.

Buy American Act and Executive Order 14005

If applicable, respondent shall provide place (country) of product/service manufacture or performance and any other applicable information to enable review and analysis pertaining to the requirements under the Buy American Act and requirements relating to Executive Order 14005 Ensuring the Future is Made in All of America by All of America's Workers, in the event that a nonavailability waiver request submitted through the Made in America Office (MIAO) Digital Waiver Portal is required.

Line Item No.	Country of Origin
_____	_____
_____	_____

Quote Validity Period. Submitted quotations shall be valid, at a minimum, through September 30, 2026.

The provision at FAR 52.212-2 Evaluation-Commercial Items (Deviation) (RFO Aug 2025). The specific evaluation criteria to be included in paragraph (a) of that provision are as follows:

- The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:
    - Technical Capability
    - Past Performance
    - Price

Technical Capability is more important than Past Performance. Past Performance is more important than Price. However, if the Government determines the non-price factors to be essentially equal among competing offerors price becomes more important as a discriminating factor.

The Government reserves the right to request additional information or conduct discussions at any time. Once the Government determines the offeror that is the best-suited (i.e., the apparent successful offeror), the Government reserves the right to communicate with only that offeror to address any remaining issues, if necessary, and finalize a contract with that offeror. These issues may include technical, price or other issues.

Options (if applicable). The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).

Notice of award. A written notice of award or acceptance of an offer furnished to the successful Offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

- 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEP 2024)
- 52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (Jan 2017)
- 52.204-7 System for Award Management (Deviation) (RFO Aug 2025)
- 52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products (Feb 2021)
- 52.225-6 Trade Agreements-Certificate (FEB 2021)
- 52.240-90 Security Prohibitions and Exclusions Representations and Certifications (Deviation)(RFO Aug 2025)

- 52.229-11 Tax on Certain Foreign Procurements—Notice and Representation (Deviation) (RFO Jul 2025)

HHSAR Provisions

352.239-7[8] Information and [Communication] Technology Accessibility Notice [Feb 2024] [(Deviation)]

(a) Any offeror responding to this solicitation must comply with established HHS Information and Communication Technology (ICT) accessibility standards. Information about Section 508 is available at https://www.hhs.gov/web/section-508/index.html.

(b) The Section 508 accessibility standards applicable to this solicitation are stated in the clause at 352.239-79 Information and Communication Technology Accessibility. In order to facilitate the Government's determination whether proposed ICT supplies, products, platforms, information, and documentation meet applicable Section 508 accessibility standards, offerors must submit an appropriate HHS Section 508 Accessibility Conformance Checklist (see *https://www.hhs.gov/web/section-508/accessibilitychecklists/index.html*) or an Accessibility Conformance Report (ACR) (based on the Voluntary Product Accessibility Template (VPAT) see https://www.itic.org/policy/accessibility/vpat), in accordance with the completion instructions. The purpose of the checklists and conformance reports are to assist HHS acquisition and program officials in determining whether proposed ICT supplies, products, platforms, information, and documentation conform to applicable Section 508 accessibility standards. Checklists and ACRs evaluate—in detail—whether the ICT conforms to specific Section 508 accessibility standards and identifies remediation efforts needed to address conformance issues.

(c) If an offeror claims its supplies or services meet applicable Section 508 accessibility standards, and it is later determined by the Government, *i.e.*, after award of a contract or order, that supplies, products, platforms, information, documentation, or services support delivered do not conform to the described accessibility standards, remediation of the supplies, products, platforms, information, documentation, or services support to the level of conformance specified in the contract will be the responsibility of the Contractor at its expense.

(d) In order to facilitate the Government's determination whether proposed ICT supplies meet applicable Section 508 accessibility standards, offerors must submit an Accessibility Conformance Report, in accordance with its completion instructions and tailored to the requirements in the solicitation. The purpose of the Report is to assist HHS acquisition and program officials in determining whether proposed ICT supplies conform to applicable Section 508 accessibility standards. The template allows offerors or developers to self-evaluate their supplies and document, in detail, whether they conform to a specific Section 508 accessibility standard, and any underway remediation efforts addressing conformance issues. Instructions for preparing the HHS Section 508 Evaluation Template are available at https://section508.gov/.

(e) In order to facilitate the Government's determination whether proposed ICT services meet applicable Section 508 accessibility standards, offerors must provide enough information to assist the Government in determining that the ICT services conform to Section 508 accessibility standards, including any underway remediation efforts addressing conformance issues.

(f) Respondents to this solicitation must identify any inability to conform to Section 508 requirements. If an offeror claims its supplies or services meet applicable Section 508

accessibility standards, and it is later determined by the Government, i.e., after award of a contract or order, that supplies or services delivered do not conform to the described accessibility standards, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its expense.

(g) Items delivered as electronic content must be accessible to HHS acceptance criteria. Checklist for various formats are available at https://section508.gov/. Materials, other than items incidental to contract management, that are final items for delivery should be accompanied by the appropriate checklist, except upon approval of the Contracting Officer or Contracting Officer's Representative.

(END OF PROVISION).

Notice to Offerors:

- System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in this solicitation. Contracting officers will rely on representations from offers based on provisions in the solicitation. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

- Funds are not presently available for this effort. No award will be made under this solicitation until adequate funds are available for it. The Government reserves the right to cancel this solicitation, either before or after the closing date of it. If the Government cancels this solicitation, the Government has no obligation to reimburse an offeror or quoter for any costs associated with it, including proposal or quote preparation costs.

- One or more of the items under this acquisition is subject to the World Trade Organization Government Procurement Agreement and Free Trade Agreements.

It is the offeror's responsibility to monitor sam.gov for the release of any information related to this acquisition, e.g., questions and answers, amendments, award notice, etc. Offerors that fail to complete the required representations and certifications or reject the terms and conditions of the solicitation may be excluded from consideration.

All responsible sources may submit an offer, which if timely received, shall be considered. The offer must reference solicitation number 75F40126Q00204.

Questions are due by email to david.kramer@fda.hhs.gov on or before 02 July 2026 by 1:00 P.M. (Central Time in Jefferson, Arkansas).

Offers are due by email to david.kramer@fda.hhs.gov on or before 10 July 2026 by 1:00 P.M. (Central Time in Jefferson, Arkansas).

For information regarding this solicitation, please contact David Kramer at email david.kramer@fda.hhs.gov.