**FDA RFQ 75F40126Q134450**

This is a combined synopsis/solicitation for commercial products or commercial services prepared in accordance with the Federal Acquisition Regulation (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 75F40126Q134570. This solicitation is issued as a Request for Quote (RFQ) for a preventive maintenance (PM) agreement for two Bruker NMR Nuclear Magnetic Resonance (NMR) spectrometers located at the FDA's CBER facility in Silver Spring, Maryland.

This acquisition is not set aside for small business concerns. Any business, regardless of size, may submit a quotation. 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 for this acquisition is 811210 – Electronic and Precision Equipment Repair and Maintenance, with a Small Business Size Standard of $34 million. Any business, regardless of size, may respond with a quote to this solicitation.

**Schedule of Supplies or Services and Prices/Costs**

*Services shall be performed at:* U.S. FDA Center for Biologics Evaluation and Research (CBER), Bldg. 52/72, Room G434, 10903 New Hampshire Avenue, Silver Spring, MD 20993-0002.

Line Item 01 Base Period

Preventive maintenance for the cryoplatform-cryoprobe of a Bruker Biospin Neo 500 MHz NMR spectrometer; NMR spectrometer S/N: 408919. All services shall meet the minimum technical requirements set forth below

Quantity: 1

Unit: 12 consecutive months

Annual Price: _____

Period of Performance (estimated): 7/15/2026 – 7/14/2027

GSA Contract Number (if applicable): _____

Line Item 02 Base Period

Preventive maintenance for the cryoplatform-cryoprobe of a Bruker Biospin AV3HD 700 MHz NMR spectrometer; NMR spectrometer S/N: 10180058. All services shall meet the minimum technical requirements set forth below:

Quantity: 1

Unit: 12 consecutive months

Annual Price: _____

Period of Performance (estimated): 7/15/2026 – 7/14/2027

**Background and Requirement**

The U.S. Food and Drug Administration (FDA), Center for Biologics Evaluation and Research (CBER), Laboratory of Bacterial Polysaccharides (LBP), Structural Biology Section, requires annual

preventive maintenance (PM) for the cryoplatform and cryoprobe for each of the Lab's two Bruker Biospin NMR spectrometers – one Neo 500 MHz, NMR spectrometer S/N: 408919; and one AV3HD 700 MHz, NMR spectrometer S/N: 10180058.

The Structural Biology section of the LBP leans heavily on its two NMR spectrometers to conduct mission-related research on polysaccharide structure and function. Integral to each NMR spectrometer is a helium-cooled NMR cryoprobe which, in turn, relies on a dedicated cooling infrastructure called a Cryoplatform. Cryoplatforms provide the required conditions for the instruments probes to work properly. At the core of each cryoplatform is a coldhead, a crucial piece of hardware required for the cryoprobe and cryoplatform to function optimally. Coldheads must be replaced each year (following ~10,000 hours of use), and subsequently the probe systems must be tested and calibrated so that the Structural Biology section can continue its Polysaccharide vaccine studies. The Lab requires (1) replacement of the cryoplatform coldheads and (2) testing and calibration of the cryoplatforms and probe systems for these two instrument systems.

**Minimum Technical Requirements** are as follows for preventive maintenance for a Bruker Biospin Neo 500 MHz NMR spectrometer, S/N: 408919, configured with a cryoplatform and cryoprobe; AND a Bruker Biospin AV3HD 700 MHz NMR spectrometer, S/N: 10180058, configured also with a cryoplatform and cryoprobe:

*Annual PM service for each Bruker NMR spectrometer (500 MHz or 700 MHz) and cryoplatform-cryoprobe to include labor, travel and parts to ensure the system is performing optimally and to factory specifications;
*PM service shall include replacement of coldhead, calibration and testing of cryoplatform and probe systems to manufacturer specifications;
*Unlimited access to Bruker technical and remote support Monday through Friday during normal business hours (8:30am – 5:00pm local time, excluding Federal holidays);
*All maintenance activities shall be performed by formally trained and certified Bruker technicians and/or engineers, following OEM specifications, manuals, and service bulletins, using OEM replacement parts, components, and subassemblies;
*Shall include software and firmware updates as required by Bruker either remotely or in conjunction with a scheduled preventive maintenance visit (updates are defined as changes of the existing software version that are intended to improve its performance);
*If Offeror is not the OEM, it shall submit demonstrated and verifiable prior experience providing the same or near-same repair and support activities for this OEM equipment to include qualifications of field service engineers/technicians, a verifiable established supply chain with the OEM for specifications, manuals, bulletins, software and firmware updates, parts, components, subassemblies, reach-back technical support, etc. necessary to deliver the services herein;
*If Offeror is not the OEM, it shall also include a brief description of same or similar service performed, contract number(s), client points of contact names, and client points of contact, email addresses, and phone numbers.

**Service Records and Reports**
*The Contractor shall, commensurate with the completion of each service call or preventive maintenance visit, provide the end-user of the equipment and the Contracting Officer with a copy of a field service report/ticket identifying the equipment name, manufacturer, model number, and serial number of the equipment being serviced/repaired and detailing the reason for the service call, a detailed description of the work performed, the test instruments or other equipment used to affect

the repair or otherwise perform the service, the name(s) and contact information of the technician who performed the repair/service, and for information purposes, the on-site hours expended and parts/components replaced.

**Place of Performance**
The equipment shall be serviced at the following address:

U.S. FDA-Ctr for Biologics Evaluation and Research (CBER)
Bldg. 52/72, Room G434
10903 New Hampshire Avenue
Silver Spring, MD 20993-0002

**Estimated Periods of Performance**
Base Period 07/15/2026 – 07/14/2027

Repairs and Maintenance visits shall not be scheduled during Federal Holidays or Federal Closures as determined by Executive Orders or opm.gov. Federal Holidays are as follows:

New Year's Day
Martin Luther King, Jr.'s Birthday
Washington's Birthday
Memorial Day
Juneteenth Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

**Contract Type:**
Firm-Fixed Price

**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.

**FAR Clauses**
Required:
**52.212-4** Contract Terms and Conditions-Commercial Items (Deviation SEP 2025)
Applicable:
**52.203-17** Contractor Employee Whistleblower Rights (Nov 2023)
**52.204-13** System for Award Management 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 NOV 2025)
**52.209-10** Prohibition on Contracting with Inverted Domestic Corporations (DEVIATION) (RFO NOV 2025
**52.219-4** Notice of Price Evaluation preference for HUBZone Small Business Concerns (DEVIATION) (RFO SEP 2025)
**52.222-3** Convict Labor (DEVIATION) (RFO SEP 2025)

52.222-36 Equal Opportunity for Workers with Disabilities (DEVIATION) (RFO SEP 2025)
52.222-50 Combating Trafficking in Persons (DEVIATION) (RFO SEP 2025)
52.222-51 Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (DEVIATION) (RFO SEP 2025)
52.222-90 Addressing DEI Discrimination by Federal Contractors (DEVIATION) (RFO APR 2026)
52.223-23 Sustainable Products and Services (DEVIATION) (RFO SEP 2025)
52.225-1 Buy American-Supplies (DEVIATION) (RFO SEP 2025)
52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2024)
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 SEP 2025)
52.233-4 Applicable Law for Breach of Contract Claim (DEVIATION) (RFO NOV 2025) (~~Oct 2004~~)
52.244-6 Subcontracts for Commercial Products and Commercial Services (DEVIATION) (RFO SEP 2025)

**HHSAR Clauses**

**352.232-71 Electronic Submission of Payment Requests (**APR 2026) (RFO DEVIATION)

(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 must 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)

**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.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)]

**Acceptance:** Supplies and/or services delivered hereunder shall be inspected and accepted at destination by the Governments Contracting Officer Representative (COR) specified at award. If the supplies or services are acceptable, 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.

The COR as identified on any subsequent Contract in Box 6 a. on Form 347 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 contact information for the Contracting Officer's Representative (COR) is:**

**Name:** TBD
**Email:**

**Phone:**

The Contracting Officer as identified on any subsequent Contract in Box 23 on Form 347 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.

**The contact information for the Contracting Officer is:**

**Name:** Tim Walbert
**Email:** timothy.walbert@fda.hhs.gov
**Phone:** (301) 796-1768

**Payment terms.** Net 30 days after government acceptance of a proper invoice. Invoices and payments for post-warranty and other preventive maintenance or certification services shall be made no more frequently than monthly in arrears. Advance payments will not be made.

**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) (see 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 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 Products and Commercial Services 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.
(1) At a minimum the following cost information shall be included, in addition to supporting documentation to substantiate costs incurred.
*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;
*Indirect Costs (i.e., Fringe Benefits, Overhead, General and Administrative, Other Indirects)- show rate, base and total amount;
*Consultants (if applicable) - include the name, number of days or hours worked, daily or hourly rate, and a total amount per consultant;
*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;
*Subcontractors (if applicable) - include, for each subcontractor, the same data as required for the prime Contractor;
*Other Direct Costs - include a listing of all other direct charges to the contract, i.e., office supplies, telephone, duplication, postage; and
*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:
*Invoice number, amount, & date submitted
*Corresponding payment amount & date received
*Total amount of all payments received to date under the subject contract or order, and 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.

**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.

**RFQ Provisions:**
This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. 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. The full text of any provision may be accessed electronically the following addresses: https://www.acquisition.gov/far-overhaul and https://www.hhs.gov/grants/contracts/contract-policies-regulations/hhsar/index.html.

**FAR Provisions:**
**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—Registration 52.204-7 System for Award Management (DEVIATION) (RFO AUG 2025)
**52.222-18** Certification Regarding Knowledge of Child Labor for Listed End Products (DEVIATION) (RFO SEP 2025)

**52.225-2** Buy American Certificate (Oct 2022)
**52.240-90** Security Prohibitions and Exclusions Representations and Certifications 52.204-90 Offeror Identification (DEVIATION) (RFO AUG 2025)

**HHSAR Provisions:**
**352.239-78** 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/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), 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. Checklists for various formats are available at http://508.hhs.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)

*The Quoter 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 Voluntary Product Accessibility Template Version 2.5 (MS Word) provided by the Industry Technology Industry Council (ITIC).*

***For this requirement, only invoices and service records/reports are anticipated to be applicable to the 508 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 provision at FAR 52.212-1 Instructions to Offerors - Commercial Products and Commercial Services (DEVIATION)(RFO Aug 2025)** applies to this solicitation. **The following addenda apply:**

**Pre-inspection**

Offerors are afforded the opportunity to inspect the system by contacting the Contract Specialist/Contracting Officer identified herein to schedule an appointment. Failure to inspect the system will not relieve the successful offeror from fully meeting the requirements of the resulting contract at the price offered.

**Technical Acceptability.** Offerors shall provide sufficient technical information necessary for the government to conclusively determine that the offered service/equipment/product meets all the technical requirements herein, to include descriptive material, literature, brochures and other information corresponding to each minimum technical requirement which demonstrates the capabilities of the offeror.

If Offeror is not the OEM, demonstrated and verifiable prior experience providing the same or near-same repair and support activities for this OEM equipment to include qualifications of field service engineers/technicians, a verifiable established supply chain with the OEM for specifications, manuals, bulletins, software and firmware updates, parts, components, subassemblies, reach-back technical support, etc. necessary to deliver the services herein. Approach may be supplemented with technical specifications, descriptive material, literature, brochures, publications, etc. which the offeror believes will further demonstrate their technical capability to deliver the required services. Offeror shall also

include a brief description of same or similar service performed, contract number(s), client points of contact names, and client points of contact, email addresses, and phone numbers.

**Price**. The price(s) proposed must be detailed and shall represent the offeror's response to the schedule of supplies/services above.

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

**Unique Entity Identifier** (UEI):
To be considered for an award the offeror shall be registered and active in SAM (www.sam.gov) by the date and time set forth for receipt of quotes/proposals. Proprietary and/or confidential information shall be clearly marked. Respondent's SAM Unique Entity Identifier (UEI) number shall be included with quote.

The Contractor's quote shall also clearly show that the Contractor has selected the appropriate certification under FAR 52.222-48 (see below).

**Representations and Certifications**. In addition to completing the representations and certifications at FAR 52.212-3, the Contractor's proposal shall also clearly show that the Contractor has selected the appropriate certification under FAR 52.222-48 as follows:

NOTE: This solicitation is being issued under the premise that the offeror will certify that the combination of equipment maintenance/service it will propose to fulfill this requirement is exempt from the Service Contract Act per the conditions set forth in FAR 52.222-48 & FAR 22.1002-1(e). If the Contractor certifies that the company is exempt under the terms and conditions of 52.222-48, then clause 52.222-51 will be applicable to the resulting order. In the event that a contractor does not make this certification, the traditional Service Contract Act clauses 52.222-41, and 52.222-43 shall be included in the resulting order award as well as SCA Wage Determination #WD 2015-4269 (Rev. 32) dated 05/12/2026. The applicable Wage Determination can also be accessed at the following link: https://sam.gov/wage-determination/2015-4269/32.

The provision at FAR 52.222-48 Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification (DEVIATION (RFO SEP 2025) applies as follows:

(a) The offeror shall check the following certification:

CERTIFICATION

The offeror [ ] does [ ] does not certify that—
(1) The items of equipment to be serviced under this contract are used regularly for other than Government purposes, and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontractor) in substantial quantities to the general public in the course of normal business operations;

(2) The services will be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.
(i) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.
(ii) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror; and
(3) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract are the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.
(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1003-4(c)(3) that the Service Contract Act—
(1) Will not apply to this offeror, then the Service Contract Act of 1965 clause in this solicitation will not be included in any resultant contract to this offeror; or
(2) Will apply to this offeror, then the clause at 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements, in this solicitation will not be included in any resultant contract awarded to this offeror, and the offeror may be provided an opportunity to submit a new offer on that basis.
(c) If the offeror does not certify to the conditions in paragraph (a) of this provision—
(1) The clause in this solicitation at 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements, will not be included in any resultant contract awarded to this offeror; and
(2) The offeror shall notify the Contracting Officer as soon as possible, if the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation.
(d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

**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. If the respondent does not provide a response for a line item, or if the respondent's SAM.gov online representation for FAR provision 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate, is not completed or is unclear, the Government will presume that the item is made in America.

| Line Item No. | Country of Origin |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

**Microsoft Suite Documents Containing Macros**
The offeror or applicant 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 or applicant's responsibility to ensure all electronic documents are submitted without the use of macros.

**Period for Acceptance of Offers.** The offeror agrees to hold the prices in its quote firm through September 30, 2026.

**The provision at 52.212-2 Evaluation—Commercial Products and Commercial Services (DEVIATION) (RFO AUG 2025)** is applicable to this solicitation. The specific evaluation criteria to be included in paragraph (a) of that provision are as follows:

**Evaluation factors.** 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 will be used to evaluate offers and are listed in descending order of importance:

(i) Technical Acceptability;
(ii) Price.

The Government intends to award a Firm-Fixed-Price contract resulting from this solicitation to the lowest price technically acceptable and responsible offeror. Offers will be evaluated on their ability to meet the requirements provided herein. The lowest priced offer will be evaluated first. If the lowest priced offeror is not technically acceptable, the next lowest priced offer will be evaluated and so on until a technically acceptable offer is determined.

**Technical Acceptability** will be determined by a review of information submitted by the offeror who shall provide sufficient descriptive material to demonstrate the proposed product or service meets all requirements and by addressing each technical requirement as stated above for the Government to conclusively determine the proposed will satisfy its requirement.

**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).

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.

A written notice of award or acceptance of an offer will be transmitted via email 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.

The Government is not responsible for locating or securing any information which is not identified in the proposal and reserves the right to request additional information or conduct discussions at any time.

**NOTICE**

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.

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.

Responses shall be submitted via e-mail only to Tim Walbert, timothy.walbert@fda.hhs.gov **NLT 2:00 pm CDT on TBD, 2026.** All responsible sources may submit an offer for consideration.

For information regarding this RFQ, please contact Tim Walbert at timothy.walbert@fda.hhs.gov.