Preventative Maintenance, corrective/remedial maintenance repair service agreement on a Thermo Scientific Orbitrap ID-X Tribrid Mass Spectrometer (Serial Number: FSN30177),
GSA Federal Supply Schedules Contractor
FDA-RFQ-135350

The Request for Quote (RFQ) FDA-RFQ-135350 is to be awarded to one (1) GSA Federal Supply Schedules Contractor, in accordance with Federal Acquisition Regulation (FAR) 8., for the supplies / services described in this RFQ. This will be a single Firm Fixed Price (FFP) award.

This acquisition is not set aside for small business concerns under North American Industry Classification System (NAICS) Code 334516 – Analytical Laboratory Equipment Manufacturing; with a Small Business Size Standard of 1,000 employees. Any business, regardless of size, may submit a quote in response to this solicitation. 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 Government is in no way obligated to make an award, nor to pay any costs incurred by the Contractor in preparing and submitting its quote.

1. Statement of Need

The Food and Drug Administration (FDA) requires preventative maintenance, corrective/remedial maintenance repair service agreement on a Thermo Scientific Orbitrap ID-X Tribrid Mass Spectrometer (Serial Number: FSN30177), which is currently not operational for the purpose of sample analysis. Located at: National Forensic Chemistry Center / Food and Drug Administration 6751 Steger Dr., Cincinnati, OH 45237.

2. Supplies or Services and Price/Cost

Item No	Description	Qty	Unit	Price
001	Base Year (09/02/2026 thru 09/01/2027) Preventative and Corrective/remedial maintenance repair service agreement: Thermo Scientific Orbitrap ID-X Tribrid Mass Spectrometer (Serial Number: FSN30177) GSA Contract Number (if applicable): _____	1	12 Months	

3. Technical Requirement

The contractor shall be required to meet the following performance requirements:

1. Minimum of one (1) planned preventative maintenance visit for all units each contract period. All costs for labor, travel, and parts required for preventative maintenance shall be included. A qualified Original Equipment Manufacturer (OEM) or authorized trained technician capable of providing Preventative and Corrective/remedial maintenance repair service to state above equipment and cable to perform the following tasks:
    - **System Inspection & Diagnostics:** Checking baseline vacuum pressure, electronic parameters, and overall system health.
    - **Source & Optics Cleaning:** Disassembling and cleaning the ion source, ion transfer capillaries, and mass analyzer components to remove matrix buildup.
    - **Mechanical & Fluidics Maintenance:** Replacing worn components (e.g., pump oil, O-rings, filaments, or electron multipliers) and inspecting gas/liquid delivery systems.
    - **Calibration & Tuning:** Running standard calibration mixtures to ensure accurate mass accuracy and resolution.
    - **Performance Verification:** Validating the instrument against manufacturer specifications.

2. Offered systems shall be a turn-key solution i.e. the contractor shall be responsible for providing all hardware, components, instruments, computers, software, and that otherwise required to meet these specifications and the FDA's stated need.

3. Unlimited phone and email support during the contractor's normal operating hours. Initial response within 8 business hours of contact for assistance (e.g., telephone-based, email-based, website-based, etc.)

4. Access by the FDA Technical Representative (TR) and system operator personnel to the manufacturer's call center for technical assistance, which is staffed by senior engineers to provide a high level of expertise for troubleshooting the instrument.

5. Unlimited on-site corrective/remedial maintenance, service/repair visits which again includes all labor, parts, and travel costs. Provide on-site service response within three business days of notification if issue cannot be corrected remotely within 8 hours from call for service.

6. Absolute adherence to and conformity with Original Equipment Manufacturer (OEM) specifications, manuals, bulletins, latest technical developments, PM procedures, application updates using OEM replacement parts, components, subassemblies etc. in performing all preventative maintenance and repair services.

7. Performance by formally trained and certified technicians/engineers, following Original Equipment Manufacturer (OEM) specifications, manuals, and service bulletins, using OEM replacement parts, components, subassemblies, etc.

8. System software and firmware updates required for reliability improvements and correction of any defects;

9. **Records and Reports** The Contractor shall, commensurate with the completion of each service call (inclusive of warranty service), provide the end-user of the equipment 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. In addition, the Contractor shall provide monthly reports to the FDA PROJECT OFFICER and Contract Specialist, not later that the 5th workday following the end of each month, summarizing all maintenance and repair activities (including warranty work) for the previous month (during months that work is performed).

4. Deliverables Schedule

Deliverable	Quantity	Delivery Date
Preventative and Corrective/remedial maintenance repair service agreement: Thermo Scientific Orbitrap ID-X Tribrid Mass Spectrometer (Serial Number: FSN30177)	1	Service must be performed prior to the end of FY26 or before September 30, 2026.
Technician OEM certification	1 document per technician/ pdf via email to COR	Within one business day before site visit
PM documentation	1 printed document or pdf via email to COR	Within one business day after PM visit

Acceptance

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.

5. Shipping Address (FOB Destination) *In-Side Delivery

The Thermo Scientific Orbitrap ID-X Tribrid (Serial Number: FSN30177) instrument requiring service is located at:

National Forensic Chemistry Center / Food and Drug Administration
6751 Steger Dr.,
Cincinnati, OH 45237
POC: Rachel Dicken

****** All shipping & handling fees shall be included in the price and delivery to FOB******

Deliveries, installations, or services 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
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

6. Contract Type

This order is a Firm Fixed-Price (FFP).

7. Period of Performance

Base Year: 09/02/2026 thru 09/01/2027

8. Contract Administration

Contracting Officer (CO):

Roosevelt Walker

Email: roosevelt.walker@fda.hhs.gov

Contracting Officer's Representative (COR): (To be entered at time of award)

9. Contracting Officer's Authority

The ***Contracting Officer (CO)*** 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 RFQ; (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.

No statement, whether oral or written, by anyone other than the Contracting Officer, shall be interpreted as modifying the terms and conditions of this award. It is the Contractor's responsibility to contact the CO immediately if there is even the appearance of any technical direction that is or may be outside the scope of the award. The Government will not reimburse the Contractor for any work not authorized by the Contracting Officer, including work outside the scope of the award.

The ***Contracting Officer's Representative (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 contract 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.

10. IPP Invoicing Instructions

(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 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)
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.

(1) Registration emails are sent via email from ipp.noreply@mail.eroc.twai.gov. or phone (866) 973-3131. 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.

(2) 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.

(3) If your company is already registered to use IPP, you will not be required to re-register.
(4) If the Contractors 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 Indirect)-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 FAR52.216-8 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
-totalamountofallpaymentsreceivedtodateunderthesubjectcontractororder-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.

11. Payment Terms

Net 30 days following Government acceptance of a proper invoice. Invoices for post-warranty, preventive maintenance, or certification services shall be submitted no more frequently than monthly, and strictly in arrears. No advance payments will be made.

12. Order of Precedence

The Contractor shall follow the terms and conditions of this contract. Should the Contractor include any additional terms and conditions resulting in conflicts between this document and the Contractor's document, the Order of Precedence shall be as specified in FAR Clause 52.212-4. **The Contractor shall not auto-renew any subscriptions, licenses, maintenances, and services not authorized under this contract. Any auto-renewals are at risk of the Contractor, and the Government will not reimburse the Contractor. In the event of any inconsistency between any licensing agreement incorporated into this order as an attachment and the FAR and HHSAR Clauses incorporated into this order, the FAR or HHSAR Clauses shall take precedence.**

13. FAR / HHSAR Clauses

FAR 52.252-2 – Clauses Incorporated by Reference (Feb 1998)
This purchase order 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 following FAR and HHSAR provisions and clauses, incorporated by reference, apply to this acquisition and can be obtained in full text at: https://www.acquisition.gov/far/ and http://www.hhs.gov/grants/contracts/contract-policies-regulations/hhsar/index.html

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)]

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.

13. Instructions to Quoters

All questions shall be received via email to roosevelt.walker@fda.hhs.gov before 1:00 P.M. (Eastern Time) on August 12, 2026.

The Quoters are afforded the opportunity to inspect the existing instrument and site, at their own expense, prior to the date set for receipt of quotes by contacting the Contract Specialist/Contracting Officer identified herein to schedule an appointment. Failure to inspect the site will not relieve the successful offeror from fully meeting the requirements of the resulting contract at the price offered.

Technical capability will be determined by review of information submitted by the offeror which must provide sufficient technical information for the Government to conclusively determine that the items offered, components and services meet or exceed the technical requirements identified above. Offerors shall address each technical requirement stated above to demonstrate that the proposal meets the technical requirements. In addition to identifying manufacturer, make, and model of offered products it is incumbent of offerors that they unequivocally demonstrate that offered products meet the requirements herein through the submission of technical specifications, descriptive material, scientific literature, brochures, scientific publications where proposed solution has been used for same or similar purposes, and other information which demonstrates the acceptability of the offered supplies/services. To be considered for award, quotes of "equal" products, shall meet the salient physical, functional, or performance characteristic specified in this solicitation; clearly identify the item by brand name, if any; and make or model number. "Equal" quotes shall include a narrative describing how the offer meets each salient/performance characteristic as well. The Government's determination of technical acceptability in no way

relinquishes the Awardee's contractual obligation to ensure the supplies meet the FDA's stated need.

Past Performance - The Quoter's past performance will be evaluated based on the regency (within the last 3 years) and relevancy to the (brand, type, model of equipment serviced) of the information provided to determine the likelihood of success in performing the solicitation's requirements as indicated by that offeror's record of past performance. For each reference include period of performance, description (how is this relevant to current requirement), dollar value, company name, point of contact name, and telephone number for each contact. The Government reserves the right to obtain information for use in the evaluation from any and all sources including sources outside of the Government. It is essential that Quoter quote contain sufficient, Technical Capability data/literature, Past Performance information and price details to unequivocally demonstrate their capability to deliver the required supplies/service. The Quoter shall provide sufficient technical information necessary for the government to conclusively determine that the offered services meet all of the technical requirements herein to include, if not the OEM, demonstrated and verifiable prior experience providing the same or near-same maintenance, repair, and support activities for this OEM equipment to include a verifiable established supply chain with that OEM for specifications, manuals, bulletins, software and firmware updates, parts, components, subassemblies, etc.

Price proposed must be detailed and shall represent the offeror's response to the schedule of supplies/services above. **In Addition, all shipping and handles shall be included in the price.**

The COR will perform inspection and acceptance of all products and services. The performance criteria for these products shall be timely delivery and closure of all activities and deliverables listed above and within the established Period of Performance.

Inspection and acceptance will occur at the place of delivery. Inspection will include verifying all parts were received and warranties and services are in place. The Government will accept goods and services only if they conform to all terms and conditions of this order. The Government will provide written notification of acceptance or rejection within ten (10) business days of receiving the delivery.

The Government will reject non-conforming products and services. The Contractor shall correct any deficiencies within thirty (30) days of when the Government issues the rejection notice. If the Contractor cannot correct the deficiencies within this time frame, the Contractor shall immediately notify the COR or technical POC of the reason for the delay and provide a proposed corrective action plan within ten (10) business days.

All quoter's shall be Authorized reseller and/or servicing agent shall identify and/or provide documentation to confirm their claim as an authorized reseller and/or servicing agent.

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 2.0 (MS Word) provided by the Industry Technology Industry Council (ITIC). For this requirement we anticipate only deliverables/reports and invoices to be applicable to the requirement.

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.

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.

52.222-48 Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification (May 2014)

(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 Labor Standards statute—
(1) Will not apply to this offeror, then the Service Contract Labor Standards 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 Labor Standards 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 Labor Standards 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 Labor Standards 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.
(End of provision)

14. Evaluation Criteria

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 evaluation factors apply:

- Technical Capability
- Past Performance
- Price

Technical Capability (i.e., how well the proposed approach will meet or exceed the Government's requirements) and past performance (i.e., when (recent-within last 3 years), what (relevant), and

how well), when combined, are relatively equal in value and collectively more important than price in determining the best value to the government, although price remains a significant consideration.

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 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.

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.

Offerors are responsible for submitting, by e-mail ONLY, quotes and supporting documents to Roosevelt Walker, roosevelt.walker@fda.hhs.gov **NLT 1:00 pm EST on August 17, 2026.**