Portable Aerosol Particle Counter
Combined Synopsis Solicitation
FDA-RFQ-135363

The Request for Quote (RFQ) FDA-RFQ-135363 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 a new Portable Aerosol Particle Counter to support regulatory testing.

2. Supplies or Services and Price/Cost

Item No	Description	Qty	Unit	Price
001	Newly Manufactured Portable Aerosol Particle Counter meeting all the technical requirements as described below and shall in the following items: • IQ/OQ Validation Manual Unit Issues: 1 EA • Software Unit Issues: 1 EA • Software Validation Manual Unit Issues: 1 EA includes all shipping & Handling fees and delivery FOB Destination: Country of Manufacture or Origin: _____	1	EA	

	GSA Contract Number (if applicable): _____			

3. Technical Requirement

The Contractor shall provide newly manufactured Portable Aerosol Particle Counter which shall meet or exceed the following salient characteristics below:

Item -001: Portable Aerosol Particle Counter

- Shall have at least one channel within 0.3 to 25.0 µm
- Shall have a Flow Rate of at least 1 CFM / 28.3 LPM ± 5%
- Shall include an Isokinetic probe

- Shall include a Tri-pod adaptor
- Shall include a minimum of 8 feet of tubing
- Shall include a zero count filter
- Shall have wireless capability
- Shall include a printer
- Shall include a touch screen interface
- Shall have on board memory
- Shall include USB storage for data download
- Shall be ISO 17025:2015 compliant
- Shall include an IQ/OQ Instrument Validation Guide
- Shall include applicable instrument software
- Shall include Validation Guide for software
- Shall be compatible with windows 11
- Shall be compliant with CFR 21 Part 11
- Shall meet the standards of ISO 14644-1:2015
- Shall have a manufacturers warranty of at least one year
- Shall include user and maintenance manuals

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

Description	Quantity	Delivery Date
Portable Aerosol Particle Counter	1	60 days or less of contract award date
IQ/OQ validation manual	1	60 days or less of contract award date
Software	1	60 days or less of contract award date
Software validation manual	1	60 days or less of contract award date

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

Delivery must be coordinated with the Winchester Engineering and Analytical Center at least 48 hours in advance to include the instrument system, installation, training, and service shall be delivered to and performed at the following address:

Food and Drug Administration (FDA)
Winchester Engineering and Analytical Center
109 Holton Street
Winchester, MA 01890

****** 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

The period of performance begins the date of award and delivery shall be completed no later than 60 days award. The equipment will include a 12-month warranty period beginning the date of formal government acceptance.

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. 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

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.

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.

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 offered system.

To be considered for award, quotes of "equal" products, including "equal" products of the manufacturer 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 offered product(s) meet(s) each salient characteristic as well as a demonstration of how each salient characteristic is fully met.

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.**

Authorized reseller and/or servicing agent shall identify and/or provide documentation to confirm their claim as an authorized reseller and/or servicing agent.

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.

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
_____	_____
_____	_____
_____	_____

Period for Acceptance of Offerors. The offer agrees to hold the prices in its offer firm through September 30, 2026.

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. In this case, the Government intends to award a Firm-Fixed-Price contract resulting from this Solicitation to the lowest-priced 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.

The following evaluation factors apply:
(i) Technical Acceptability
(ii) Price

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

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.

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.

The Government's determination of technical acceptability in no way relinquishes the Awardee's contractual obligation to ensure all equipment and/or services meet the FDA's stated need.

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.**