Brightfield Group Online Data Subscription and Analytic Services
Combined Synopsis Solicitation
FDA-RFQ-136111

This is a combined synopsis-solicitation for commercial items prepared in accordance with the Federal Acquisition Regulation (FAR) RFO Part 12, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested, and a separate written solicitation will not be issued. The solicitation number FDA-RFQ-136111 is issued as a Request for Quote (RFQ) for a Brightfield Group online data subscription and analytic services. 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 541519 – Other Related Services; with a Small Business Size Standard $27.5 million. 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 brand name or equal to Brightfield Group online data subscription and analytic services to help address knowledge gaps on cannabis, cannabidiol (CBD), and emerging products and help inform work on policy and regulation, education and outreach, and compliance activities.

2. Supplies or Services and Price/Cost

Item No	Description	Qty	Unit	Price
001	Brightfield Group online data subscription and analytic services. meeting all the technical requirements as described below; includes all shipping fees and delivery FOB Destination: GSA Contract Number (if applicable):_____	1	EA	

3. Technical Requirement

The Contractor, through online data subscriptions and specialized analytic services, shall provide the tasks below:

Task 1: The Contractor shall provide user support, including links to a password-protected website for an unlimited number of FDA staff, with the FDA usernames, email addresses, and points of contact provided by the Contracting Officer's Representative (COR); a minimum of two (2) one (1) hour live group training sessions via a virtual platform on all the features of the subscriptions; and online and telephone technical

support, including access to recorded sessions, for use of the Contractor's products Monday through Friday between 9:00 am and 5:00 pm, Eastern Time.

Task 2: The Contractor shall provide representative and statistically sound data concerning the CBD market, including size; top brands; product types, forms, claimed content; and other pertinent market attributes for CBD and emerging non-intoxicating cannabis products, including those that are state regulated. Data will be updated annually and provided via password-protected website/dashboard access.

Task 3: The Contractor shall provide representative and statistically sound data concerning consumers of CBD and other emerging non-intoxicating cannabis products, including those that are state regulated, encompassing demographics, usage, occasions, and motivations for use. Data will be updated twice during the 12-month period of performance of the contract and provided via password-protected website/dashboard access.

Task 4: The Contractor shall provide social listening monitoring of TikTok, Instagram, and Reddit conversations on hemp, CBD, and intoxicating and non-intoxicating cannabis products. The social listening will capture data on products, ingredients, claims, consumer conditions, sentiments, and other attributes. Dashboard access will allow filtering by age-group, sex, persona, and other attributes as determined in consultation with FDA, using trained artificial intelligence (AI) modeling, with click-through to verbatim conversation postings. Data will be updated daily and provided via password-protected website/dashboard access.

Task 5: The Contractor shall provide representative and statistically sound General Population Survey covering consumer packaged goods adoption and needs, conditions, and behaviors, including use of cannabis, kratom, psilocybin, and emerging products in other categories with ingredients marketed as functional and/or other claims. The survey data will help identify emerging need states, conditions, and behaviors, such as use of products among women for perimenopause, as well as products and ingredients signaling emerging trends, allowing the tracking of product adoption and usage comparisons among the US adult population over time (with total sample of >90k since 2021). New waves of the survey will be conducted on a quarterly basis and will include social conversations tracked across products, ingredients, need states, conditions, and claims, with data provided via password-protected website/dashboard access.

Task 6: The Contractor shall provide representative and statistically sound US Cannabis Consumer Survey covering the legal cannabis industry and focusing on dispensary shoppers only, and capturing incidence of use among licensed cannabis users. The survey will collect data on consumer symptoms and paths to purchase, as well as product preferences, desired effects, medical conditions, occasions, frequency and history of use, average purchases, and preferred dosages, with filtering and trend analyses using data captured in waves conducted since 2018. New waves of the survey will be conducted twice during the 12-month period of performance of the contract and will be census-balanced, with unique respondents for each wave and with the data provided from the new and past waves via password-protected website/dashboard access.

Task 7: The Contractor shall provide representative and statistically sound Women's Health Study Survey covering usage and purchase behaviors and drivers across cannabis products and other consumer packaged goods categories by life-stage. Life-stages will be defined as fertility/prime, perimenopause, and post-menopause, considered in core dimensions, such as physical, emotional, and financial, and by need states/drivers, such as hormonal, functional, lifestyle/behavioral, and others. Product coverage will include cannabis products, vitamins/minerals/supplements, functional consumer packaged goods and beverages, topicals, feminine health and hygiene, and others. The first wave of the survey will be conducted once during the 12-month period of performance of the contract and will collect data from 5000 US women, as well as from social conversations tracked across multiple platforms by products, ingredients, need states,

conditions, and claims, with data provided via password-protected website/dashboard access and additionally provided by the contractor in emails, webinars, and ad hoc reports.

Task 8: The Contractor shall provide ad hoc work on emerging concerns and quarterly reports. Needs for ad-hoc work on emerging concerns shall be defined by FDA and decided in consultation with the contractor, including scope, content, and specific delivery dates. Quarterly reports shall summarize findings from market trends and consumer use research, social listening, the General Population Survey, the US Cannabis Consumer Survey, and the Women's Health Study Survey, and shall also be defined by FDA in consultation with the contractor, including scope and content, at least one (1) month in advance of delivery dates as specified in the Deliverables Table below.

4. Deliverables Schedule

Task	Description	Due Date	Recipients and Format
1	Email links	Within seven (7) business days after the effective award date for then known users and within seven (7) business days after being notified of additional users throughout the period of performance	Multiple FDA users via email
1	At least two (2) group trainings	The first within thirty (30) business days after the effective award date, with others to be scheduled in consultation with COR	Multiple FDA users via a virtual platform
1	Online and telephone technical and analytical support	Ongoing	Multiple FDA users via email, online, and/or telephone
2	CBD and emerging non-intoxicating cannabis product market data	Ongoing – updated at least once during the 12-month period of performance	Multiple FDA POCs in Excel, Word files, and via password-protected website/dashboard access
3	CBD and emerging non-intoxicating cannabis product	Ongoing – updated at least twice during the 12-month period of performance	Multiple FDA POCs in Excel, Word files, and via password-protected

	consumer data		website/dashboard access
4	Social listening monitoring/intoxicating and non-intoxicating cannabis products	Ongoing – updated daily	Multiple FDA POCs via password-protected website/dashboard access
5	General Population Survey/social listening tracking	Quarterly during the 12-month period of performance	Multiple FDA POCs via password-protected website/dashboard access
6	US Cannabis Consumer Survey/social listening monitoring	Twice during the 12-month period of performance	Multiple FDA POCs via password-protected website/dashboard access
7	Women's Health Study Survey/social listening tracking	Once during the 12-month period of performance	Multiple FDA POCs via password-protected website/dashboard access and by emails, webinars, and ad hoc reports
8	Ad hoc work on emerging concerns and quarterly reports	Scope, content, delivery formats, and delivery dates to be determined in consultation with COR and FDA POCs	Presented at meetings for FDA POCs, with materials in Excel, Word, and/or PowerPoint files, as well as other formats appropriate to content, with advance approval from FDA

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

The instrument system, installation, training, and service shall be delivered to and performed at the following address:

The place of performance for this purchase order shall be primarily at the Contractor's place of business. If necessary, the Contractor shall report to the Food and Drug Administration (FDA) located in White Oak,

10903 New Hampshire Avenue, Silver Spring, MD 20903 for in-person meetings. All other business conducted between CDER and the Contractor shall be conducted by phone, email, or webcast.

****** 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 will be from 9/30/2026 to 9/29/2027.

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. 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

The clause at RFO 52.212-4 Terms and Conditions - Commercial Products and Commercial Services (DEVIATION) (RFO AUG 2025) is applicable to this solicitation. **The following addenda apply:**
52.203-17 Contractor Employee Whistleblower Rights (Nov 2023)
52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
52.204-13 System for Award Management 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
52.222-3 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)
52.222-90 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)
52.232-36 Payment by Third Party (Deviation Date)
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 (Oct 2004)
52.240-91 Security Prohibitions and Exclusions (Deviation Date)
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)]

FAR 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 (Feb 2021)
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.

13. Instructions to Quoters

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:

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 in Section 2, 3, and 4 above.

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.**

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.

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

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.

14. Evaluation Criteria

The provision at 52.212-2 Evaluation—Commercial Products and Commercial Services (DEVIATION) (RFO AUG 2025) applies to this solicitation. The following addenda apply:

The Government will award a contract resulting from this solicitation to the Offeror responsible 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 24, 2026.**