

Food and Drug Administration (FDA)
Request for Quote (RFQ)
For
Bruker Workstation and SCiLS License Subscription
06/22/2024

1. Background

Matrix assisted laser desorption ionization imaging mass spectrometry (MALDI IMS) is a label free, ever-evolving technology which produces 2D ion density maps representing the distribution of an analyte(s) across a tissue section in relation to tissue histopathology. Although MALDI IMS was initially developed to spatially profile proteins and peptides, the variety of detectable analytes has greatly increased and includes lipids, n-linked glycans and small molecule drugs. Within the Division of Systems Biology (DSB) there is a MALDI IMS lab in which tissue sections from a fresh frozen organ can be analyzed for a variety of analytes. DSB offers this technology FDA wide for research groups which can help aid in toxicity studies, developmental studies etc.

Currently the mass spectrometer utilized in the imaging lab is a Bruker scimaX FT mass spectrometer ideal for high resolution imaging runs, and the current workstation computer operating with the instrument is insufficient for storing the large data files generated by the instrument, so a new workstation will be purchased and installed. Also, SCiLS software is the currently used software for analysis of the data generated by the instrument, but the current software license has expired and needs renewing. An updated version of the software is needed for the license renewal.

2. Objectives

The Food and Drug Administration (FDA), National Center for Toxicological Research (NCTR), Division of Systems Biology (DSB) has a requirement for purchase, delivery, and installation a new workstation computer for the current Bruker 7T scimaX mass spectrometer. Additionally, a renewal of SCiLS software license and installation of the current version is required (v 12.01.16059) for data MALDI data analysis.

This RFQ is for a brand name or equal solution. Supplies need to meet the technical requirements/salient characteristics listed below to be deemed technically acceptable. Unless a quoter clearly indicates in its quote that the products being quoted are "Equal" products, the quoter shall provide the brand name products referenced herein.

3. Requirements

3.1 Workstation

Salient physical, functional, or performance characteristics that brand or "equal" products for the high performance MALDI-imaging and analysis of large metabolomic datasets workstation shall meet are as follows:

- Shall be compatible with Bruker 7T scimaX mass spectrometer;

- Shall be capable “out-of-the-box” of processing MALDI imaging and performing analysis of large metabolomic datasets;
- Shall be a Z6 *or equal* workstation, configured with a Xeon W3225 8-core *or equal* processor;
- Shall include Windows 10 64-bit *or equal* operating system, configured to include 128GB RAM, 1 TB M.2 SSD, 6 TB HDD, and Long-Term Servicing Channel (LTSC) support;
- Shall integrate seamlessly with existing Bruker FTMS control software, version 2.3 or later;
- Shall integrate seamlessly with existing Bruker FlexImaging software, version 5.0 or later.

3.2 Software

Salient physical, functional, or performance characteristics that brand or "equal" products shall meet for Bruker SCiLS MALDI data analysis software are as follows:

- Shall be capable “out-of-the-box” of importing MALDI imaging data from FlexImaging software (.mis files);
- Shall be capable of normalizing image data based on total ion current, root mean square, select peak area, or select peak maximum;
- Shall denoise data images;
- Shall import optical images to overlay with MALDI images;
- Shall visualize peak intensities for analysis via heatmaps and box plots;
- Shall include tools for statistical analyses including ROC analysis, components analysis, quantitation, and finding values colocalized to regions/features;
- Shall include feature-finding tool for compiling lists of peak features from datasets;
- Shall seamlessly integrate with Excel and GraphPad Prism to export feature lists (.csv files) for analysis.

3.3 Constraints

- The quoted products for the workstation computer and software items shall be approved by the relevant FDA IT requirements and be listed on the FDA Approved Technologies list (i.e. the Product Catalog).
- The quoted workstation computer must be compatible with the current Bruker 7T scimaX mass spectrometer. Also, compatibility is required with Bruker ftmsControl 2.3 software and Bruker flexImaging 5.0 software. Physically, it must fit on a 72 inch by 30 inch desktop space which is located along with the instrument.
- The quoted software must be installed on and compatible with the current workstation computer, which is a Dell PC with a Windows 10 Enterprise (v1803) 64-bit operating system and Intel (R) Xeon (R) Silver 4114 CPU @ 2.2 GHz, 2.19 GHz (2 processors), and 768 GB RAM.
- Technical remote support shall be available via phone or email. If the issue is not resolved remotely, a certified field engineer/technician will visit NCTR for further technical assistance.

4. Deliverables and Delivery Location

4.1. Deliverables

The Contractor shall deliver the following items that meet all the requirements delineated in Section 3 above.

The Contractor shall:

- Ship, deliver, and install hardware for one workstation computer for a scimaX 7T FTMS to NCTR 3900 NCTR Road, Building 14, room 1062, Jefferson, AR 72079 by September 1, 2024. The workstation shall be brand name or equal to a Bruker MetaboScape/SCiLS/TASQ WS High Perf. (item number 1884402), which is a high performance workstation for MALDI imaging and large metabolomic datasets, including Z6 workstation, Xeon W3225, 8-core processor, Win10 64bit operating system LTSC 2019, 6 TB HDD, 1 TB M.2 SDD, and 128 GB RAM.
- Provide a 12-month software license renewal for one software package brand name or equal to SW-License SCiLS Pro Acad (item number 1889004) current version (12.01.16059), which is an optional feature module extending SW-Package SCiLS allowing advanced processing and analysis of mass spectrometry imaging data.

4.3. Delivery Locations

The Contractor shall deliver all software maintenance/technical support listed above to the following location:

US Food & Drug Administration
National Center for Toxicological Research (NCTR)
3900 NCTR Road, Building 14 Room 1062 and Room 1120
Jefferson, AR 72079
(Attn: TBD)

Note: Travel is not reimbursed under this order.

5. Period of Performance

The overall period of performance (POP) of this order is:

Base Period: 12 months

6. Inspection and Acceptance Criteria

The Contracting Officer's Representative will inspect and accept the services delivered. Inspection and acceptance will occur at the place of delivery. The Government will accept deliverables only if they conform to all terms and conditions of the contract, and satisfy the performance standards detailed within this SOW.

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.

7. Contractor Performance Evaluation(s)

During the life of this contract, Contractor performance will be evaluated on an interim and final basis pursuant to FAR Subpart 42.15. The Contractor Performance Assessment Reporting System (CPARS) will be utilized for these reviews. Information on CPARS can be located at <http://www.cpars.gov>.

8. Contract Type

This is a Firm-Fixed Price.

9. Government Points of Contact (POC)

Contract Specialist (CS):

Min Jie Zeng
Office of Acquisition and Grants Services
Food and Drug Administration
Minjie.Zeng@fda.hhs.gov

Contracting Officer (CO):

TBD

Contracting Officer's Representative (COR):

TBD

10. Authorized Reseller/Service Agent

The Contractor shall be the software Original Equipment Manufacturer (OEM), or, an authorized reseller/service agent of the software OEM.

The Contractor shall notify the Contract Specialist / Contracting Officer immediately if this requirement is registered by a reseller with the OEM.

11. Contracting Officer Authority

The Contracting Officer (CO) is the sole person authorized to make or approve any changes in any of the requirements of this order and notwithstanding any provisions contained elsewhere in the order, the said authority remains solely with the CO. In the event the Contractor makes any changes at the direction of any person other than the CO, the change shall be considered to have been made without authority and no adjustment will be made in the delivery order terms

and conditions, including price. The CO shall be the only individual authorized to accept nonconforming work, waive any requirement of the order and modify any term or condition of the order. The CO is the only individual who can legally obligate Government funds.

The Contracting Officer's Representative (COR) or Project Officer is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the order price, terms or conditions. The COR/Project Officer is responsible for the technical aspects of the project and serves as technical liaison with the contractor and is responsible for the final inspection and acceptance, and such other responsibilities as may be specified in the order.

12. Order of Precedence

The Contractor shall follow the terms and conditions of this order. 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* of the underlying GSA contract. Any indemnification language indemnifying the Contractor of any liability and governing law language in the Contractor's terms and conditions shall be invalid and shall be stricken and removed from this order. Any additional terms and conditions shall not be prohibited by applicable laws and regulations. Any additional terms and conditions identified with a web link and/or incorporated by reference shall be stricken and removed from this order.

13. Invoicing Instructions

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

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

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

(c)

1. The Agency will enroll the Contractors new to IPP. The Contractor must follow the IPP registration email instructions for enrollment to register the Collector Account for submitting invoice requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive Registration email from the Federal Reserve Bank of St. Louis (FRBSTL) within 3 – 5 business days of the contract award for new contracts or date of modification for existing contracts.
2. Registration emails are sent via email from ipp.noreply@mail.eroc.twai.gov. Contractor assistance with enrollment can be obtained by contacting the IPP

Production Helpdesk via email to IPPCustomerSupport@fiscal.treasury.gov or phone (866) 973-3131.

3. The Contractor POC will receive two emails from IPP Customer Support, the first email contains the initial administrative IPP User ID. The second email, sent within 24 hours of receipt of the first email, contains a temporary password. You must log in with the temporary password within 30 days.
 4. If your company is already registered to use IPP, you will not be required to reregister.
 5. If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment as authorized by HHSAR 332.7002, a written request must be submitted to the Contracting Officer to explain the circumstances that require the authorization of alternate payment procedures.
- (d) Invoices that include time and materials or labor hours Line Items must include supporting documentation to (1) substantiate the number of labor hours invoiced for each labor category, and (2) substantiate material costs incurred (when applicable).
- (e) Invoices that include cost-reimbursement Line Items must be submitted in a format showing expenditures for that month, as well as contract cumulative amounts.
- (1) At a minimum the following cost information shall be included, in addition to supporting documentation to substantiate costs incurred.
1. Direct Labor - include all persons, listing the person's name, title, number of hours worked, hourly rate, the total cost per person and a total amount for this category;
 2. Indirect Costs (i.e., Fringe Benefits, Overhead, General and Administrative, Other Indirects)- show rate, base and total amount;
 3. Consultants (if applicable) - include the name, number of days or hours worked, daily or hourly rate, and a total amount per consultant;
 4. Travel - include for each airplane or train trip taken the name of the traveler, date of travel, destination, the transportation costs including ground transportation shown separately and the per diem costs. Other travel costs shall also be listed;
 5. Subcontractors (if applicable) - include, for each subcontractor, the same data as required for the prime Contractor;
 6. Other Direct Costs - include a listing of all other direct charges to the contract, i.e., office supplies, telephone, duplication, postage; and
 7. Fee – amount as allowable in accordance with the Schedule and FAR 52.216-8 if applicable.
- (f) Contractor is required to attach an invoice log addendum to each invoice which shall include, at a minimum, the following information for contract administration and reconciliation purposes:
1. List of all invoices submitted to date under the subject award, including the following:
 - a. invoice number, amount, & date submitted.
 - b. corresponding payment amount & date received.
 2. total amount of all payments received to date under the subject contract or order and, for definitized contracts or orders only, total estimated amounts yet to be invoiced for the current, active period of performance.

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

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

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

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

(k) Questions regarding invoice payments that cannot be resolved by the IPP Helpdesk should be directed to the FDA Employee Resource and Information Center (ERIC) Helpdesk at 301-827-ERIC (3742) or toll-free 866-807-ERIC (3742); or, by email at ERIC@fda.hhs.gov. Refer to the Call-in menu options and follow the phone prompts to dial the option that corresponds to the service that's needed. All ERIC Service Now Tickets will either be responded to or resolved within 48 hours (2 business days) of being received. When emailing, please be sure to include the contract number, invoice number and date of invoice, as well as your name, phone number, and a detailed description of the issue.

14. FAR / HHSAR Clauses

HHS FAR Deviations:

Note: HHS has the following FAR Deviations applicable to this order.

Class Deviation 2020-04 - This memorandum approves a class deviation from the Federal Acquisition Regulation (FAR) to authorize flexibility, in response to the Coronavirus Disease 2019 (COVID-19) national emergency, with regard to requiring hard copy original documents, original signatures, notarization, seals on bonds and other seals for certain contract requirements.

Class Deviation 2020-02 - approves a class deviation from the Federal Acquisition Regulation Regarding Accelerated Payments to Small Business Contractors and Subcontractors

Class Deviation 2020-01 - approves a class deviation from the Federal Acquisition Regulation (FAR) to provide flexibilities for Suspension and Debarring Officials who need to notify contractors of being suspended, proposed for debarment, or debarred.

Class Deviation 2018-01 - requires HHS contracting activities to continue using a whistleblower protection pilot program that was made permanent by 41 USC 4712, as amended by Public Law 114-261. This class deviation also requires contracting officers to continue the whistleblower protection pilot program in all solicitation and contracts. Please use the deviated classes and provisions as stated in HHS' FAR Class Deviation 18-01 (attachment 01).

Class Deviation 2017-02 - expands conditions under which the Assistant Secretary for Financial Resources (ASFR) may increase the acquisition thresholds in certain emergencies.

FAR Clauses:

FAR 52.252-2: Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://farsite.hill.af.mil/vffara.htm>.

(End of Clause)

FAR 52.203-19: Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (Jan 2017)

FAR 52.204-25: Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

FAR 52.214-4: Contract Terms and Conditions – Commercial Items (Nov 2021)

FAR 52.232-39: Unenforceability of Unauthorized Obligations (Jun 2013)

FAR 52.232-40: Providing Accelerated Payment to Small Business Subcontractors (Nov 2021)

FAR 52.222-54 Employment Eligibility Verification (Nov 2021)

(a) *Definitions.* As used in this clause-

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply that is—

(i) A commercial product (as defined in paragraph (1) of the definition of “commercial product” at Federal Acquisition Regulation (FAR) [2.101](#));

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in [46 U.S.C. 40102\(4\)](#), such as agricultural products and petroleum products. Per 46 CFR 525.1 (c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986 (after November 27, 2009 in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at [22.1803](#). An employee is not considered to be directly performing work under a contract if the employee-

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in [2.101](#), entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in [8 U.S.C. 1101\(a\)\(38\)](#), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-

(i) *Enroll*. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) *Verify all new employees*. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) *Verify employees assigned to the contract*. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of-

(i) *All new employees.*

(A) *Enrolled 90 calendar days or more.* The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) *Enrolled less than 90 calendar days.* Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract.* For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at [20 U.S.C. 1001\(a\)](#)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2) respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees.* The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of-

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify.gov/E-Verify>.

(d) *Individuals previously verified.* The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts.* The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that-

(1) Is for—

(i) Services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,500; and

(3) Includes work performed in the United States.

(End of clause)

HHSAR Clauses:

This contract incorporates one or more HHSAR clauses by reference, with the same force and effect as if they were given in full text. The full text of the HHSAR clauses may be accessed electronically at this address:

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

HHSAR 352.203-70 – Anti-lobbying (Dec 2015)

HHSAR 352.222-70: Contractor Cooperation in Equal Employment Opportunity Investigations (Dec 2015)

HHSAR 352.224-71 Confidential Information (Dec 2015)

(a) Confidential Information, as used in this clause, means information or data of a personal nature about an individual, or proprietary information or data submitted by or pertaining to an institution or organization.

(b) Specific information or categories of information that the Government will furnish to the Contractor, or that the Contractor is expected to generate, which are confidential may be identified elsewhere in this contract. The Contracting Officer may modify this contract to identify Confidential Information from time to time during performance.

(c) Confidential Information or records shall not be disclosed by the Contractor until:

(1) Written advance notice of at least 45 days shall be provided to the Contracting Officer of the Contractor's intent to release findings of studies or research, to which an agency response may be appropriate to protect the public interest or that of the agency.

(2) For information provided by or on behalf of the government,

(i) The publication or dissemination of the following types of information are restricted under this contract: All data and analysis of FDA food supply chain activities within the 21 Forward system.

(ii) The reason(s) for restricting the types of information identified in subparagraph (i) is/are: Manufacturer data is commercial confidential data. Retail sales data is subject to review and clearance through each retail sales data company. All other data and analyses are for government use only; the analyses are pre-decisional intended to inform govt policy decisions and are not subject to FOIA or public release.

(iii) Written advance notice of at least 45 days shall be provided to the Contracting Officer of the Contractor's intent to disseminate or publish information identified in subparagraph (2)(i). The contractor shall not disseminate or publish such information without the written consent of the Contracting Officer.

(d) Whenever the Contractor is uncertain with regard to the confidentiality of or a property interest in information under this contract, the Contractor should consult with the Contracting Officer prior to any release, disclosure, dissemination, or publication.

(End of Clause)

HHSAR 352.232-71 Electronic Submission of Payment Requests (FEB 2022)

(a) Definitions. As used in this clause—

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

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

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

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

(End Of Clause)

HHSAR 352.239-74: Information and Communication Technology (ICT) Accessibility (DEC 2015)

(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 electronic and information technology (EIT) supplies and services developed, acquired, or maintained under this contract or order must comply with the “Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards” set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the “Access Board”) in 36 CFR part 1194. Information about Section 508 is available at <http://www.hhs.gov/web/508>. The complete text of Section 508 Final Provisions can be accessed at <http://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards>.

(b) The Section 508 accessibility standards applicable to this contract or order are identified in the Statement of Work or Specification or Performance Work Statement. The contractor must provide any necessary updates to the submitted HHS Product Assessment Template(s) at the end of each contract or order exceeding the simplified acquisition threshold (see FAR 2.101) when the contract or order duration is one year or less. If it is determined by the Government that EIT supplies and services provided by the Contractor do not conform to the described accessibility standards in the contract, remediation of the supplies or services

to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

(c) The Section 508 accessibility standards applicable to this contract are:

- Must meet WCAG 2.0 A and AA
- E101.2 Equivalent Facilitation (Appendix A, Application and Scoping Requirements)
- E203 Access to Functionality (Appendix A, Application and Scoping Requirements)
- E204 Functional Performance Criteria (Appendix A, Application and Scoping Requirements)
- E205 Electronic Content (Appendix A, Application and Scoping Requirements)
- E208 Support Documentation and Services (Appendix A, Application and Scoping Requirements)
- Chapter 6 Support Documentation and Services (Appendix C, Functional Performance Criteria and Technical Requirements)
- 302 Functional Performance Criteria (Appendix C, Functional Performance Criteria and Technical Requirements)
- Electronic content must be accessible to HHS acceptance criteria.
- Accessibility checklists for various formats are available at the HHS site. Materials that are final items must be compliant with Section 508 at time of delivery, except upon approval of the Contracting Officer or Representative.
- E207 Software (Appendix A, Application and Scoping Requirements)
- Chapter 5 Software (Appendix C, Functional Performance Criteria and Technical Requirements)

(d) In the event of a modification(s) to this contract or order, which adds new EIT supplies or services or revises the type of, or specifications for, supplies or services, the Contracting Officer may require that the contractor submit a completed HHS Section 508 Product Assessment Template and any other additional information necessary to assist the Government in determining that the EIT supplies or services conform to Section 508 accessibility standards. Instructions for documenting accessibility via the HHS Section 508 Product Assessment Template may be found under Section 508 policy on the HHS website: (<http://www.hhs.gov/web/508>). If it is determined by the Government that EIT supplies and services provided by the Contractor do not conform to the described accessibility standards in the contract, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

(e) If this is an Indefinite Delivery contract, a Blanket Purchase Agreement or a Basic Ordering Agreement, the task/delivery order requests that include EIT supplies or services will define the specifications and accessibility standards for the order. In those cases, the Contractor may be required to provide a completed HHS Section 508 Product Assessment Template and any other additional information necessary to assist the Government in determining that the EIT supplies or services conform to Section 508 accessibility standards. Instructions for documenting accessibility via the HHS Section 508 Product Assessment Template may be found at <http://www.hhs.gov/web/508>. If it is determined by the

Government that EIT supplies and services provided by the Contractor do not conform to the described accessibility standards in the provided documentation, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

(End of clause)

HHSAR 352.222-70: Contractor Cooperation in Equal Employment Opportunity Investigations (Dec 2015)

HHSAR 352.232-71 As prescribed in HHSAR 332.7003, use the following clause:

Electronic Submission of Payment Requests

(a) Definitions. As used in this clause-

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

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

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

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

(End Of Clause)

15. HHSAR and FAR Provisions

This contract incorporates one or more HHSAR clauses by reference, with the same force and effect as if they were given in full text. The full text of the HHSAR clauses may be accessed electronically at this address:

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

HHSAR 352.239-73: Information and Communication Technology (ICT) Accessibility Notice

FAR 52.252-1: Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions 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. The quoter is cautioned that the listed provisions may include blocks that must be completed by the quoter and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the quoter may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<https://www.acquisition.gov/browse/index/far>

(End of Provision)

FAR 52.203-18: Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements—Representation (Jan 2017)

FAR 52.204-24: Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

FAR 52.204-26: Covered Telecommunications Equipment or Services-Representation (Oct 2020)

FAR 52.211-6 Brand Name or Equal (Aug 1999)

16. Special Notice and Agreement Regarding Software EULA/TOS

Computer software and services are often subject to license agreements, referred to as End User License Agreements (EULA), Terms of Service (TOS), or other similar legal instruments or agreements. Many of these agreements contain indemnification clauses that are inconsistent with Federal law and unenforceable, but which could create a violation of the Anti-Deficiency Act (31 U.S.C. 1341) if agreed to by the Government.

Therefore, by submitting a quotation the quoter shall agree that the inclusion of any Limitation of Liability, Indemnification, and any other clauses that conflict with Federal law or regulation in any EULA or TOS are NULL AND VOID. The quoter agrees that any EULA/TOS clauses conflicting with Federal law or regulation and are not agreed to by the Government if included with the submission of a quotation. Additionally, by submission of the quotation the quoter must agree to the inclusion of FAR 52.232-39 Unenforceability of Unauthorized Obligations in any resulting contract or order, if awarded.

17. Instruction to Quoters

Source Selection Information-See FAR 2.101 and 3.104.

This solicitation is issued under FAR Part 16.5 procedures on GSA. It sets aside for small business concern. NAICS code is 334516, Analytical Laboratory Instrument Manufacturing.

The Quoter shall submit all electronic documents for Microsoft Office suite products without the use of "macros". When submitting quotes 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 Quoter 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 the Quoter to correct the document submission and the Government will not inform the Quoter that their submission is non-responsive prior to award. It is the Quoter's responsibility to ensure all electronic documents are submitted without the use of macros.

Quoters shall certify their quotes to be valid for at least 30 days.

The quote shall contain sufficient information to allow the Government to determine whether the quote is meeting all the requirements in the RFQ. Quoters shall clearly state product part number, product description, quantity, unit and extended prices, and period of performance for each proposed product.

Quoters shall submit a quote for all requirements listed in this RFQ. Partial quotes will not be considered. Incomplete pricing or pricing with omissions may not be considered for award.

Quoters shall submit all assumptions in their quotation.

The Government reserves the right to include some or none of the quoters additional terms and conditions into any possible orders, especially when the quoter's terms and conditions would conflict with the Federal Acquisition Regulation or any of the terms or conditions of the quoter's award vehicles. Quoters are advised that additional terms and conditions submitted with their quotation that is in conflict of the terms and conditions of this solicitation may be deemed as technically unacceptable and may not be considered for award.

Quoters providing quotations must clearly state the overall cost to the Government.

Quoters shall ensure that their initial submission represents their best pricing and that all information is provided to determine technical acceptability. The Government will not research items to determine compatibility; all information regarding compatibility must be contained within the quotation.

Equal To quotes must meet all the salient characteristics in order to be considered technically acceptable. Equal to quotes must submit a separate Technical Quote with a detailed point-by-point description of how the Equal To products meet all the salient characteristics of this SOW.

Equal To Quotes shall be required to operate seamlessly with all requirements of this solicitation. The Equal To Quotes shall be clear, concise, and include sufficient detail for effective evaluation and for substantiating of the validity of stated claims. The Equal To Quotes shall not simply re-phrase or re-state the Government's requirements, but rather shall provide convincing rationale to address how the Quoters intends to meet these requirements. Statements that the

Quoters will provide a particular feature or objective without explaining how the Quoters proposes to meet that feature or objective are generally inadequate and may adversely impact the Government's evaluation of the Quoters. Simply returning the solicitation may deem your quote to be non-responsive. Quotes providing the brand name product are not required to submit separate Technical Quotes. Technical Quotes shall not contain pricing information.

Compatibility: FDA is purchasing this software license on a "Brand Name or Equal" basis and the salient characteristics (physical, functional, or performance characteristic specified in this solicitation) have been provided. For the purposes of this RFQ, FDA defines compatible as meaning that there will be no communication, performance, maintainability issues in the interconnection of solutions with different configurations. A compatible solution is one that will allow for seamless integration in FDA's current environment. Each alternate component proposed shall demonstrate:

- That there will be *no* communication, performance or maintainability issues in the interconnection of solutions with differing brand names.
- Seamless (no application change) any solution must be able to be installed with no change in application code or redevelopment. The ability to maintain service support without any changes in FDA environment.
- Performance compatibility of the component vs. the brand name provided.
- Equal to quotes shall include all pricing (installation, integration, training, etc.) related to ensuring the FDA maintains the current state of functionality with no disruption or degradation of service or support.

Equal To quotes shall include a breakdown of all costs associated with the integration of the proposed solution into FDA environment. These costs shall be incorporated in the overall cost to the Government.

For equal to quotations, Quoters will submit Section 508 Product Accessibility Templates (PAT) in full text with their quotations. For more information regarding PATs see: <https://www.hhs.gov/web/section-508/contracting/technology-products/product-accessibility-template/>

If Quoters fail to address this Section 508 PAT in their quotes, they may be deemed non-responsive and not considered for award.

Licensing Agreements: Quoters are notified that the Government will not sign any licensing agreement or similar user agreement provided by the Quoters. The Government may choose to incorporate an agreement into the contract resulting from this solicitation.

18. Evaluation Criteria

The Government will award a contract resulting from this solicitation to the responsible quoter as a fixed-price contract on the lowest price technically acceptable (LPTA) evaluation method.

Award will be made on the basis of the lowest evaluated price meeting or exceeding the non-cost factor (technical conformance to the requirements of the solicitation). The Quoter's initial quotation shall contain the Quoter's best terms from a price standpoint. Failure to demonstrate meeting any of the requirements will result in a rating of technically unacceptable and will not be considered for award.

The following factors shall be used to evaluate quotes:

- Total price.
- Technical features meeting/exceeding requirements specified in Section 3.0.

In addition, "or Equal" quotes will be evaluated in accordance with FAR provision 52.211-6: Brand Name or Equal, paragraph (c). Each "or Equal" solution proposed shall demonstrate:

- A technical volume with detailed point-by-point description of how the equal to product meets all the salient characteristics of this solicitation, specialized in Section 3.0.
- Completed Section 508 Product Accessibility Templates (PAT) in full text.

END OF SOLICITATION