

Request For Quote 75F40125Q126689

This Request for Quote (RFQ) Number: **75F40125Q126689** is being issued by the U.S. Food and Drug Administration (FDA), Office of Acquisition and Grants Services (OAGS), for the Center for Biologics Evaluation and Research (CBER), Division of Bacterial, Parasitic and Allergenic Products (DBPAP) soliciting quotes for an ThermoFisher Scientific Attune NXT with Autosampler Flow Cytometer Maintenance & Repair Agreement.

Respondents are responsible for submitting proposal/quote and any supporting documents before 1:00 PM Eastern Time - Local Prevailing Time in Silver Spring, MD on December 20, 2024, by e-Mail to carole.edwards@fda.hhs.gov.

You may submit your proposal/quote by replying to this email completing the below and/or providing your company quotation form or submitting a separate email including the RFQ Number and requested below information.

In either incident, please ensure the following information is provided; Company Name, Address, City, State, Zip, Contact Name, Phone Number, & E-Mail Address.

SAM Unique Entity Identifier _____ REQUIRED TO BE PROVIDED

For information regarding this solicitation, please contact Carole Edwards by e-Mail at carole.edwards@fda.hhs.gov.

Background:

The FDA/CBER/DBPAP uses this equipment for research and the continuity of research, analysis, and data. Continuity of coverage is mandatory for the research program and any delay in repair caused by an unauthorized vendor or lack of a service contract would have a negative impact on the research and review program of this Center.

The ThermoFisher Scientific Attune NXT with Autosampler Flow Cytometer identified by serial numbers below is currently covered under a service agreement which will expire 01/25/2025.

Minimum Technical Requirements:

- All maintenance and repair activities shall be performed by formally trained and certified Original Equipment Manufacturer (OEM) technicians/engineers.
- All repairs and PM services shall be performed following OEM specifications, manuals, and service bulletins, using OEM replacement parts, components, subassemblies, etc.
- Shall provide unlimited Corrective/Remedial and Preventive Maintenance Service(s) inclusive of shipping, labor, travel, replacement parts, subassemblies, components, or modules necessary for repairs, etc.
- Corrective/Remedial Repair visits shall be provided within 2-3 business days of call for service (for issues that can't be resolved remotely via phone or Internet).
- PM Service shall include at least one (1) on-site visit for routine instrument calibration/certification per year inclusive of all consumable parts required to complete the PM.

- Any part(s) that cannot be repaired on-site, shipping arrangements and material (e.g., boxes/crates) shall be provided without extra cost.
- Service plan shall include OEM technical developments, repair procedure bulletins, and unlimited software, firmware, and application updates.
- Shall include direct access to OEM call center accessible by FDA Contracting Officer's Representative (COR), Technical Representative (TR) and/or System Operator Personnel for technical assistance which is staffed by technicians/engineers capable of providing high level troubleshooting expertise. To include unlimited Technical Support/Assistance (e.g., telephone-based, email-based, website-based, etc.) provided Monday - Friday (excluding Federal Holidays) during normal business hours and shall begin on a solution to the problem within 8 business hours of contact for assistance.
- Deliverables: Service Records and Reports
The Contractor shall, commensurate with the completion of each service call or preventative maintenance visit, provide the end-user of the equipment and the Contracting Officer with a copy of a field service report/ticket identifying the equipment name, manufacturer, model number, and serial number of the equipment being serviced/repared 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.

Item #1

Attune NXT with Autosampler Flow Cytometer Maintenance & Repair Agreement

To meet the above Minimum Technical Requirements

Make: ThermoFisher Scientific
 Model: Attune NXT 2 Laser
 Serial Number: 2AFC228551219

Make: ThermoFisher Scientific
 Model: Attunes Flow Cytometry
 Serial Number: 2AAS243100620

Period of Performance: 01/13/2025 - 01/12/2026

Annual Maintenance Service Agreement Price: _____

GSA Contract Number: _____ *(If Applicable)*

FOB Place of Performance:

U.S. Food and Drug Administration
 Center for Biologics Evaluation and Research

10903 New Hampshire Avenue
Silver Spring, MD 20993

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

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

Contract Type:

Commercial Item - Firm fixed price.

Contract 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. Full text of a clause may be accessed electronically at this/these address(es): <http://www.acquisition.gov/far/> & <http://www.acquisition.gov/far/> & <https://www.hhs.gov/grants/contracts/contract-policies-regulations/hhsar/index.html>.

The clause at FAR 52.212-4, Contract Terms and Conditions - Commercial Items (Nov 2023) applies to this acquisition.

The following FAR 52.212-4 addenda apply:

The FDA does not accept documents which contain the use of macros. ***When submitting documents via email, DO NOT include .exe, .mso, or any other executable file types that could potentially trigger email security protections (i.e. email blocks, quarantine).*** Document submissions required throughout the award period(s) shall not have macro enabled functionality and any document delivered having that functionality will be deemed delinquent, if not corrected prior to the due date.

Addendum Paragraph (a). Supplies and/or services delivered hereunder shall be inspected and accepted at destination by the Governments Technical Point of Contact (TPOC), Contracting Officer Representative (COR) specified at award. If the supplies or services are acceptable, the TPOC or COR shall promptly forward a report of inspection and acceptance to the paying office. If the supplies or services are not acceptable, the TPOC or COR shall document the nonconforming items/services and immediately notify the Contracting Officer.

The TPOC/COR will be identified in Box 6 a, and the Contracting Officer will be identified in Box 23 on any subsequent Contract Award Form 347.

FAR Clause 52.204-4 Printed or Copied Double-Sided on Recycled Paper. (May 2011)
FAR Clause 52.204-13 System for Award Management and Maintenance. (Oct 2018)
FAR Clause 52.204-18 Commercial and Government Entity Code Maintenance. (Aug 2020)
(a)(4) “U.S. Food and Drug Administration Office of Acquisitions and Grant Services;”
(c) “U.S. Food and Drug Administration Office of Acquisitions and Grant Services.”

HHSAR Clause 352.203-70 Anti-lobbying Dec 2015
HHSAR Clause 352.222-70 Contractor Cooperation in Equal Employment Opportunity Investigations Dec 2015
HHSAR Clause 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 Clause 352.239-79 Information and Communication Technology Accessibility Notice (Feb 2024]

Payment Terms:

Net 30 Days after Government Acceptance of Supplies/Services unless otherwise prescribed by the FAR or as indicated on the contract.
No advance payment will be made.

Invoice(s) Submission Are As Follows:

- 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 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 re-register.

5. If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment as authorized by HHSAR 332.7002, a written request must be submitted to the Contracting Officer to explain the circumstances that require the authorization of alternate payment procedures.

d. Invoices that include time and materials or labor hours Line Items must include supporting documentation to (1) substantiate the number of labor hours invoiced for each labor category, and (2) substantiate material costs incurred (when applicable).

e. Invoices that include cost-reimbursement Line Items must be submitted in a format showing expenditures for that month, as well as contract cumulative amounts. At a minimum the following cost information shall be included, in addition to supporting documentation to substantiate costs incurred.

- Direct Labor - include all persons, listing the person's name, title, number of hours worked, hourly rate, the total cost per person and a total amount for this category.

- Indirect Costs (i.e., Fringe Benefits, Overhead, General and Administrative, Other Indirects)- show rate, base, and total amount.

- Consultants (if applicable) - include the name, number of days or hours worked, daily or hourly rate, and a total amount per consultant.

- Travel - include for each airplane or train trip taken the name of the traveler, date of travel, destination, the transportation costs including ground transportation shown separately and the per diem costs. Other travel costs shall also be listed.

- Subcontractors (if applicable) - include, for each subcontractor, the same data as required for the prime Contractor.

- Other Direct Costs - include a listing of all other direct charges to the contract, i.e., office supplies, telephone, duplication, postage; and

- Fee - amount as allowable in accordance with the Schedule and FAR 52.216-8 if applicable.

f. Contractor is required to attach an invoice log addendum to each invoice which shall include, at a minimum, the following information for contract administration and reconciliation purposes:

(a) list of all invoices submitted to date under the subject award, including the following:

(1) invoice number, amount, & date submitted
(2) corresponding payment amount & date received
(b) total amount of all payments received to date under the subject contract or order
(c) 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.

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services (May 2024)

The following clauses are applicable to this acquisition:

[52.203-17](#), Contractor Employee Whistleblower Rights (Nov 2023).

[52.204-27](#), Prohibition on a Byte Dance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

[52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022).

[52.219-28](#), Post Award Small Business Program Re-representation (SEPT2023).

[52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).

[52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Nov 2023)

[52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

[52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).

[52.222-50](#), Combating Trafficking in Persons (Nov 2021).

[52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

[52.225-1](#), Buy American-Supplies (Oct 2022).

[52.225-13](#), Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT2018).

[52.239-1](#), Privacy or Security Safeguards (AUG 1996).

[52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014)

([41 U.S.C. chapter 67](#)).

Solicitation Provisions

The provision at FAR 52.212-1 Instructions to Offerors - Commercial Items (Sept 2023) applies to this solicitation.

Offerors shall not submit electronic documents using Microsoft Office suite products that contain the use of "macros". If the offeror submits documents that contain macros 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 to correct the document submission and the Government will not inform the offeror that their submission is non-responsive prior to award. It is the offeror's responsibility to ensure all electronic documents are submitted without the use of macros.

Note: This solicitation is being issued under the premise that the Contractor will certify that the combination of equipment/service it will propose to fulfill this requirement is exempt from the Service Contract Act per the conditions set forth in FAR 52.222-48 & FAR 22.1003-4(c). If this is the case and the Contractor certifies that is exempt under the terms and conditions of 52.222-48, then clause 52.222-51 will flow per usual from this solicitation to the resulting order.

Paragraph (j) Unique Entity Identifier - 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. The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.acquisition.gov/far/> & <https://www.hhs.gov/grants/contracts/contract-policies-regulations/hhsar/index.html>.

FAR Provision 52.204-7 System for Award Management (Oct 2018)

FAR Provision 52.204-16 Commercial and Government Entity Code Reporting. (Aug 2020)
FAR Provision 52.204-17 Ownership or Control of Offeror (Aug 2020)
FAR Provision 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)
FAR Provision 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021)

Buy American Act and Executive Order 14005

If applicable, respondent shall provide country (or countries) of origin for the products and/or services offered in response to this solicitation, and shall include any other applicable information to enable review and analysis pursuant 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.

The provision at FAR 52.212-2 Evaluation-Commercial Items (Nov 2021) applies to this solicitation.

The following subparagraph (a) factors apply:

The Government will award a contract resulting from this Request for Quote 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.

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.

Quotes shall include technical specifications, descriptive material, literature, brochures and other information corresponding to each minimum required item, which demonstrates the capabilities of the offeror.

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 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 provision at FAR 52.212-3 Offerors Representations and Certifications-Commercial Items (Feb 2024) applies to this solicitation.

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

If you have any questions, please contact me.

Thank You,