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| Request for Quotation (RFQ) | |
| RFQ Number: FDA-RFQ-134141 | |
| RFQ Title: Diagnose and repair/replace/calibrate Thermo Fisher Q Exactive mass spectrometer (S/N: 02092P) turbo pump | |
| RFQ Issue Date: 05/06/2026 | RFQ Close Date: 05/13/2026 at 3:00pm CT |
| Service Address: US FDA/CBER/FBR 10903 New Hampshire Ave. Rm 1106, Building 52/72 Silver Spring, MD 20993 | Individual Receiving Service: <i>[To be provided at time of award]</i> |

Schedule of Supplies or Services and Prices/Costs

| ITEM | Description | QTY | Unit of Issue | Unit Price | Extended Price |
|-------------|---|-----|---------------|------------|----------------|
| 1 | Diagnose and repair/replace/calibrate Thermo Fisher Q Exactive mass spectrometer (S/N: 02092P) turbo pump. GSA Contract Number (if applicable): _____ | 1 | JOB | | |
| 2 | Additional Repairs | 1 | JOB | | |
| TOTAL PRICE | | | | | |

Statement of Work

The US FDA, Center for Biologics Evaluation and Research (CBER), Facility for Biotechnology Resources (FBR) has a Thermo Fisher Q Exactive mass spectrometer (S/N: 02092P) which is currently down and needs repair. This requirement is for a one-time service for diagnosis and repair and/or replacement of source turbo pump and calibration for the MS and accessories (accessories include controlling workstation, Xcalibur, and DCMSlink).

Services required are as noted below:

Minimum Requirements/Specifications:

1. The Contractor shall provide one (1) scheduled on-site planned diagnosis of and repair and/or replacement of source turbo pump and calibration of a Thermo Fisher's Q Exactive mass spectrometer, plus the instrument-controlling computer and software programs (Xcalibur and DCMSlink for Xcalibur).

2. The Contractor shall provide certified Original Equipment Manufacturer (OEM) parts for all repairs.
3. All repair activities shall be performed by service technicians/engineers who are formally trained and certified by the original manufacturer. Engineers shall have access to the manufacturer's latest technical developments, repair procedures, application updates, diagnostic software, and planned maintenance procedures.
4. Diagnosis and repairs shall be performed following Original Equipment Manufacturer (OEM) specifications, manuals, and service bulletins, using OEM replacement parts, components, subassemblies, etc.
5. The diagnosis/repair activities shall be performed by formally trained and OEM-certified technicians/engineers who have experience servicing this instrument.
6. Repair technicians shall have access to the manufacturer's latest technical developments, repair procedures, application updates, diagnostic software, and planned maintenance procedures. Services shall be performed following Original Equipment Manufacturer (OEM) specifications, manuals, and service bulletins, using OEM replacement parts, components, subassemblies, etc.
7. Pricing for diagnosis and repair of the turbo pump shall be inclusive of labor, travel, replacement parts, components, subassemblies, etc. for the required system repairs.
 - a. Any additional repairs, replacement parts, or labor or travel identified during the diagnosis-inspection and expected repairs to the turbo pump that may be necessary to bring the identified instrument to acceptable performance standards for coverage shall be quoted separately and, if approved, billed under repair Line Item 2.
 - b. Diagnosis/Repairs for the turbo pump (Line Item 1) shall have a not-to-exceed ceiling amount. The Contractor shall submit a detailed written repair quote identifying the failed component or deficiency, labor hours by labor category, parts, travel, and any other applicable charges.
 - c. The Contractor must receive written approval from the Contracting Officer before performing any work under the additional repair line item (Line Item 2). No work under the additional repair line item (Line Item 2) shall commence without such approval, and the Contractor shall not exceed the obligated amount without prior contract modification.
 - d. Line Item 2 (Additional Repairs) is anticipated to be a not-to-exceed line item, with funding, if applicable, to be established at time of award. The Government anticipates use of FAR RFO 12.210-1(e)(2), Unpriced Purchase Order. An unpriced purchase order is an order for supplies or services, the price of which is not established at the time of issuance of the order

Service Records and Reports: The Contractor shall, commensurate with the completion the service visit, provide the end-user of the equipment with a copy of a field service report/ticket identifying the equipment name, manufacturer, model number, and serial number of the equipment being serviced, a detailed description of the work performed, the test instruments or other equipment used to perform the service, the name(s) and contact information of the technician who performed the service, and for information purposes, the on-site hours expended, and parts/components replaced.

Preventive maintenance/repair 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 | Labor Day |
| Martin Luther King, Jr.'s Birthday | Columbus Day |
| Washington's Birthday | Veterans Day |
| Memorial Day | Thanksgiving Day |
| Juneteenth | Christmas Day |
| Independence Day | |

Place of Performance:

The equipment is located, and diagnosis/repair services shall be performed at the Center for Biologics Evaluation and Research (CBER) at the following address:

US FDA/CBER/FBR
10903 New Hampshire Ave.
Rm 1106, Building 52/72
Silver Spring, MD 20993

Contract Type: Firm Fixed Price

Contract Clauses:

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/these address(es):
<https://www.acquisition.gov/far-overhaul> and <https://www.hhs.gov/grants/contracts/contract-policies-regulations/hhsar/index.html>

FAR Clauses

Required:

52.212-4, Contract Terms and Conditions-Commercial Items (DEVIATION)(RFO Nov 2025)

Applicable:

- 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 Nov 2025)
- 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (DEVIATION)(RFO Nov 2025)
- 52.219-6, Notice of Total Small Business Set-Aside (DEVIATION)(RFO Nov 2025)
- 52.222-3, Convict Labor (DEVIATION)(RFO Nov 2025)
- 52.222-50, Combating Trafficking in Persons (DEVIATION)(RFO Apr 2026)
- 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (DEVIATION)(RFO Nov 2025)
- 52.223-23, Sustainable Products (DEVIATION)(RFO Nov 2025)
- 52.225-1, Buy American-Supplies (DEVIATION)(RFO Nov 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)
52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)
52.233-3, Protest After Award (DEVIATION)(RFO Nov 2025)
52.233-4, Applicable Law for Breach of Contract Claim (DEVIATION)(RFO Nov 2025)
52.240-91, Security Prohibitions and Exclusions (DEVIATION)(RFO Nov 2025)
52.244-6, Subcontracts for Commercial Products and Commercial Services (DEVIATION)(RFO Nov 2025)

HHSAR Clauses

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)

352.239-74[9] Electronic and Information [and Communication] Technology Accessibility. (~~Dec 2015~~[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)]

Contract Administration

Contracting Officer

The Contracting Officer 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 contract; (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.

The contact information for the Contracting Officer is:

Name: Suzanne Martella

Email: suzanne.martella@fda.hhs.gov

Phone: (301) 796-2383

Contracting Officer's Representative (COR)

The 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 Statement of Work 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.

The following COR will represent the Government for this contract (*the information below will be provided upon contract award*):

Name:

Email:

Phone:

Acceptance

The supplies and/or services delivered hereunder shall be inspected and accepted at destination by the COR specified at award. If the supplies or services are acceptable, the COR shall promptly forward a report of inspection and acceptance to the paying office. If the supplies or services are not acceptable, the COR shall document the nonconforming items/services and immediately notify the contracting officer.

Payment Terms. *Net 30 days after government acceptance of a proper invoice which shall only be submitted after services have been performed. In accordance with the "Advance Payment Statute" at 31 U.S.C § 3324: Advance payments will not be made.*

Invoice Submission

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 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.

Notice Regarding the Use of Macros in Submitted Documents

Be advised that 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.

Solicitation 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. Upon request, the Contracting Officer will make their full text available. 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. Also, the full text of a solicitation provision may

be accessed electronically at this/these address(es): <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 (DEVIATION)(RFO Nov 2025)
- 25.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products (Feb 2021)
- 52.222-48 Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification (DEVIATION) (RFO Nov 2025)
- 52.240-90 Security Prohibitions and Exclusions Representations and Certifications (DEVIATION)(RFO Nov 2025)

Full Text Provisions

52.225-2 Buy American Certificate (Oct 2022), Alternate III (Jan 2025)

(a)

(1) The Offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that each domestic end product listed in paragraph (c) of this provision contains a critical component.

(2) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select “no”.

(3) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(4) The terms “commercially available off-the-shelf (COTS) item,” “critical component,” "domestic end product," "end product," and "foreign end product" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(b) Foreign End Products:

| Line Item No. | Country of origin | Exceeds 55% domestic content (yes/no) |
|---------------|-------------------|---------------------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

(b) [List as necessary]

(c) Domestic end products containing a critical component:

Line Item No. ____

[List as necessary]

(d) The Government will evaluate offers in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation.
(End of provision)

HHSAR Provisions

352.239-73[8] Electronic Information and [Communication] Technology Accessibility Notice (Dec 2015[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. Checklist for various formats are available at <https://Section508.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 provision at FAR 52.212-1 Instructions to Offerors - Commercial Products and Commercial Services (DEVIATION)(RFO Nov 2025) applies to this solicitation. The following addenda apply:

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

Offerors shall provide sufficient technical information necessary for the government to conclusively determine that the offered service/equipment meets all the technical requirements herein, to include descriptive material, literature, brochures and other information corresponding to each minimum technical requirement which demonstrates the capabilities of the offered system. 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.

Technical Capability: In order for the quote to be determined technically acceptable and the vendor to be determined technically capable, the vendor shall demonstrate that its proposed technical solution meets or exceeds the stated requirements. The Contractor shall have the technical understanding, skill, resources, and training to make all repairs and provide preventative maintenance and repair services. As part of the proposal the Contractor shall include sufficient technical information necessary for the Government to conclusively determine that the offered services meet or exceed the technical requirements identified above. Provide a written approach to satisfy all of the requirements herein. If not the OEM, provide demonstrated and verifiable prior experience providing the same or near-same repair and support activities for this OEM equipment—to include qualifications of field service engineers/technicians, a verifiable established supply chain with the OEM for specifications, manuals, bulletins, software and firmware updates, parts, components, subassemblies, reach-back technical support, etc. necessary to deliver the services herein. Approach may be supplemented with technical specifications, descriptive material, literature, brochures, publications, etc. which the offeror believes will further demonstrate their technical capability to deliver the required services within the timeframes listed above. Contractor quotes shall include details of the items covered under the service contract,

any differing levels of the plan that are available, and the levels of service response that are available. Contractor shall provide estimated historical on-site response time from the initial call for service until a service technician was on-site for the brand name and model of instrument in this solicitation.

The Quoter shall submit a written Accessibility Conformance Report (ACR) for each item not in compliance with 508 standards identified in clause 352.239-74, describing how the item(s) will fully address the accessibility requirements outlined in the solicitation; and a description of the evaluation methods the offeror will use to validate for conformance to the Revised 508 Standards. The ACR should be based on the [Voluntary Product Accessibility Template Version 2.0](#) (MS Word) provided by the [Industry Technology Industry Council \(ITIC\)](#).

For this requirement, it is anticipated that the 508 requirement is applicable to only invoices and service records/reports.

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.

Past Performance: Past performance information shall clearly demonstrate recent (within the last 3 years) and relevant prior experience information for the preventative maintenance, repair and technical support of the same or substantially similar services as that listed herein for the same brand name and model instrument, to include period of performance, description (how is this relevant to current requirement), your role and responsibilities as either prime or subcontractor, dollar value, client name, client address, client point of contact name, client point of contact phone number, and client point of contact email address. Respondents who do not provide a valid email address for the client POC or without a relevant record of past performance or for whom information on current or past performance is not available will not be evaluated favorably or unfavorably. Favorable past performance is considered higher than neutral past performance. The Government reserves the right to look to other sources of information (e.g., the Contractor Performance Assessment Reporting System (CPARS), etc.) to support past performance evaluations.

Price: The price(s) proposed must be detailed and shall represent the offeror's response to the schedule of supplies/services above.

Include the firm's Unique Entity ID (UEI) number with quote. Proprietary and/or confidential information shall be clearly marked.

The option year service agreement periods will not be funded at time of award. If exercised, funding will be obligated individually each year for the option period exercised via contract modification; the option period shall be priced accordingly.

The government is not responsible for locating or securing any information which is not identified in the proposal; the Government reserves the right to obtain information for use in the evaluation from any and all sources including sources outside of the Government.

The Contractor's quote shall also clearly show that the Contractor has selected the appropriate certification under FAR [52.222-48](#) (see below).

Note: This solicitation is being issued under the premise that the offeror will certify that the combination of equipment maintenance/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 [22.1002-1\(e\)\(1\)](#). If the Contractor certifies that the company is exempt under the terms and conditions of [52.222-48](#), then clause [52.222-51](#) will be applicable to the resulting order. In the event that a contractor does not make this certification, the traditional Service Contract Act clauses 52.222-41, and 52.222-43 shall be included in the resulting order award as Wage Determination WD 2015-4269 (Rev. 31) dated 12/03/2025 which can also be accessed at: <https://sam.gov/wage-determination/2015-4269/31>.

FAR Provision **52.222-48 Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification (DEVIATION)(RFO Apr 2026)** applies as follows:

(a) The offeror shall check the following certification:

CERTIFICATION

The offeror does does not certify that—

(1) The items of equipment to be serviced under this contract are used regularly for other than Government purposes, and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontractor) in substantial quantities to the general public in the course of normal business operations;

(2) The services will be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.

(i) An “established catalog price” is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.

(ii) An “established market price” is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror; and

(3) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract are the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1003-4(c)(3) that the Service Contract Act—

(1) Will not apply to this offeror, then the Service Contract Act of 1965 clause in this solicitation will not be included in any resultant contract to this offeror; or

(2) Will apply to this offeror, then the clause at 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements, in this solicitation will not be included in any resultant contract awarded to this offeror, and the offeror may be provided an opportunity to submit a new offer on that basis.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision—

(1) The clause in this solicitation at 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements, will not be included in any resultant contract awarded to this offeror; and

(2) The offeror shall notify the Contracting Officer as soon as possible, if the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation.

(d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

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

Buy American Act and Executive Order 14005

If applicable, respondent shall provide place (country) of product/service manufacture or performance and any other applicable information to enable review and analysis pertaining to the requirements under the Buy American Act and requirements relating to Executive Order 14005 Ensuring the Future is Made in All of America by All of America's Workers, in the event that a nonavailability waiver request submitted through the Made in America Office (MIAO) Digital Waiver Portal is required.

Microsoft Suite Documents Containing Macros

The offeror or applicant shall submit all electronic documents for Microsoft Office suite products without the use of "macros". *When submitting proposals via email, DO NOT include .exe, .mso, or any other executable file types that could potentially trigger email security protections (i.e. email blocks, quarantine).* If the offeror or applicant submits documents that contain macros, *macro referenced files, and/or executable files*, the Government will not be able to view or open such documents and the submission will be considered non-responsive to the solicitation. No additional time will be given to an offeror or applicant to correct the document submission and the Government will not inform the offeror or applicant that their submission is non-responsive prior to award. It is the offeror's or applicant's responsibility to ensure all electronic documents are submitted without the use of macros.

The provision at 52.212-2 Evaluation-Commercial Items (DEVIATION)(RFO Nov 2025) is applicable to this solicitation.

The following subparagraph (a) factors apply:

- (i) Technical Capability (see FAR Provision 52.212-1 and addenda thereto)
- (ii) Past Performance (see FAR Provision 52.212-1 and addenda thereto)
- (iii) Price

Technical Capability (i.e., how well the proposed services will meet or exceed the Government's requirements) and past performance (i.e., when, what, and how well), when combined, are relatively equal in value and collectively more important than price in determining the best value to the government, although price remains a significant consideration. If the Government determines non-price factors to be essentially equal among competing offerors price becomes more important as a discriminating factor.

Technical Capability will be determined by review of information submitted by the offeror which must provide sufficient technical information necessary for the Government to conclusively determine that the offered services meet or exceed the technical requirements identified above.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished 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.

Notice to Offerors:

- 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 agency solicitations. Examples include 52.222-25, Affirmative Action Compliance, and paragraph (d) of 52.212-3, Offeror Representations and Certifications—Commercial Products and Commercial Services. Contracting officers will not consider these representations when making award decisions or enforce requirements. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

- 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 agency solicitations, including 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation, and paragraph (t) of 52.212-3, Offeror Representations and Certifications—Commercial Products and Commercial Services. Agencies will not consider or use these representations. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

One or more of the items/services under this acquisition is subject to the Buy American Statute.

It is the offeror's responsibility to monitor the Government Point of Entry (GPE) (sam.gov) for information relevant to this solicitation, e.g., questions and answers, amendments, etc. An official authorized to bind the Offeror must sign the terms and conditions of the offer. Offerors that fail to complete the required representations and certifications, or reject the terms and conditions of the solicitation may be excluded from consideration.

All responsible sources may submit a quote, which if timely received, shall be considered. The quote must reference solicitation number FDA-RFQ-134141. Quotes are due by email only to Suzanne Martella at suzanne.martella@fda.hhs.gov on or before the date shown on page 1 of this RFQ.