

Ultra-low freezer

Offeror Name

DUNS

GENERAL INFORMATION

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in FAR 8.405 as supplemented with additional information in this notice. Quotes are being requested and this announcement constitutes the only solicitation. The Government contemplates issuing a firm fixed-price order against a General Services Administration (GSA) Federal Supply Schedule (FSS) 66 (Scientific Equipment and Services) SIN 603 3 (Laboratory Centrifuges) as a result of this solicitation. The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2020-04 dated January 15, 2020.

The associated North American Industrial Classification System (NAICS) code for this procurement is 339113 – Surgical Appliance and Supplies Manufacturing, with an associated size standard of 750 employees. This requirement is being solicited as a **total small business set-aside**.

SUPPLIES OR SERVICES AND PRICES/COSTS

Contract Type: Firm fixed-price order placed against a GSA FSS

Pricing Table:

Contract Line Item Number (CLIN)	Description	Unit Price	Quantity	Total Price
1	Ultra low freezer	\$	1	\$

PART 3 – DESCRIPTION OF REQUIREMENT

Background

The Denver Laboratory requires one additional ultra-low temperature freezer to use for storage required related to routine regulatory analyses requiring frozen temperatures at or below -70°C. The unit currently in use is over-filled and more space is needed to ensure integrity of stored isolates and reagents and the unit itself.

Objectives

The Thermo Scientific TSX Ultra Low Temperature Freezer from Fischer Scientific Catalog# TSX50086A (See Attached Fisher Scientific Quote), or equivalent will allow for the Denver Laboratory to properly continue performing regulatory analyses that require resources to be frozen at ultra-low temperatures.

Tasks

System Requirements

The ultra-low freezer must maintain a temperature range of -50°C to -86°C.

The unit must be upright reach in and have a door that latches shut and lockable.

Unit must include shelving (at least 3 shelves).

The instrument must be a newly manufactured unit, not used and refurbished or previously used for demonstration.

Amperage must be 9.5/15A.

Voltage must be 115V.

Frequency must be 60 Hz.

Plug type must be NEMA 5-15.

Ultra-low freezer

Interior material must be stainless steel.
 Compressor must be V-Drive Compressor.
 Unit must have CO₂ Back-up option available for factory installation.
 Exterior Dimensions should be no more than 37.6 x 34.0 x 78 in. (95.5 x 86.4 x 198.1cm)
 Capacity should be at least 24.1 cu. ft. (682L)
 Insulation should be water-blown foam.
 Monitoring options should include alarm and recorder options.
 Preferred Certifications/Compliance should be EPA SNAP, ENERGYSTAR, cULus.

Trade and Service Specifications

1. The instrument must be a newly manufactured unit, not used and refurbished or previously used for demonstration.
2. FOB Point destination to include inside delivery and clean-up of area after installation.
3. The Contractor shall provide installation qualification with an employee who can provide proof of Installation Qualification/Operation Qualification (IQ/OQ) certification.

Security/Privacy Requirements/Risk Assessment

1. Safety precautions will be taken prior and during inside delivery and IQ/OQ contracted performance.
2. Inside delivery personnel/contractor will be cleared by security as a visitor(s) upon arrival to Denver Federal Center Building 20. Coordinator must inform inside delivery personnel/contractor of this process before their arrival.
3. Covid-19 precautions- Special precautions must be taken to ensure safety of building residents and contractor regarding Covid-19 as specified in local guidance.
4. Section 2 of FDA Security and Privacy Language does not apply to procurements for only hardware and software licenses.

Records and Reports

The Contractor shall, commensurate with the completion of IQ/OQ performance, provide the end-user of the equipment with a copy of the service report identifying the equipment name, manufacturer, model number, and serial number of the equipment being certified, and a detailed description of the work performed. The parts and the test equipment used shall be on the report. This will include the name(s) and contact information of the engineer who performed the IQ/OQ, and for information purposes, the on-site hours expended, and any parts/components replaced, if applicable.

Deliverables

Deliverable	Quantity	Delivery Date
Inside Delivery of unit to designated space.	1	Within 30 days of award
IQ/OQ Certification of unit by qualified contractor.	1	Within 10 days of delivery

Period of Performance

Unit shall be warranted for one year from date of acceptance by the government.

Place of Performance/Shipping Destination

Food and Drug Administration- POC Kimberly Spilman
 Denver Federal Center
 6th Avenue and Kipling Street
 Building 20 Entrance W10
 Denver, CO 80225

Ultra-low freezer**CONTRACT ADMINISTRATION DATA**

The following personnel shall represent the Government for the purpose of this contract:

Technical Representative:

To be determined upon contract award

The Technical Representative 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.

Contracting Officer (CO):

TBD

Contract Specialist (CS):

Nina Montgomery
4041 Powder Mill Rd
Beltsville, MD 20705
Nina.Montgomery@fda.hhs.gov

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 RFQ; (2) Modify or extend the period of performance; (3) Change the delivery schedule; (4) Authorize reimbursement to the Contractor any costs incurred during the performance of this contract; or (5) Otherwise change any terms and conditions of this contract.

FDA Three-Way Match Invoicing Procedures

A. The contractor shall submit all invoices to:

U.S. FOOD AND DRUG ADMINISTRATION

Attn: Vendor Payments
Division of Payment Services
10903 New Hampshire Ave
WO32 - Second Floor
MAIL HUB 2145
Silver Spring, MD 20993-0002
301-827-3742
FDAVendorPaymentsTeam@fda.hhs.gov

*** Acceptable methods of delivery include: E-mail (preferred) and Standard Mail.

B. Invoices submitted under this contract must comply with the requirements set forth in FAR Clauses 52.232-25 (Prompt Payment) and 52.232-33 (Payment by Electronic Funds Transfer - System for Award Management) and/or other applicable FAR clauses specified herein. To constitute a proper invoice, the invoice must be submitted on company letterhead and include each of the following:

- (i) Name and address of the contractor;
- (ii) Invoice date and invoice number;
- (iii) Contract/Order number (including a reference to any base award for Indefinite-Delivery/Indefinite-Quantity Contracts or Blanket Purchase Agreements);
- (iv) Description, quantity, unit of measure, unit price, and extended price supplies delivered or services performed, including:
 - (a) period of performance for which costs are claimed;
 - (b) itemized travel costs, including origin and destination;
 - (c) any other supporting information necessary to clarify questionable expenditures;

Ultra-low freezer

- (d) the contractor shall include the award item number for each description, quantity, unit of measure, unit price, and extended price supplies delivered or services performed;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on government bill of lading;
- (vi) Terms of any discount for prompt payment offered (Prompt Payment terms other than NET 30);
- (vii) Name and address of official to whom payment is to be sent (must be the same as that in the purchase order/award, or in a proper notice of assignment)
- (viii) Name, title, and phone number of person to notify in event of defective invoice;
- (ix) Taxpayer Identification Number (TIN);
- (x) banking routing transit number of the financial institution receiving payment for Electronic funds transfer (EFT);
- (xi) Name and telephone number of the FDA Contracting Officer Representative (COR) or other Program Center/Office point of contact, as referenced on the award;
- (xii) For all Inspections, Time-and-Materials and Labor-Hour Awards, 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;
- (xiii) Any other information or documentation required by the award.

C. An electronic invoice is acceptable if submitted in adobe acrobat (PDF) format. All items listed in (i) through (xiii) of this clause must be included in the electronic invoice. Electronic invoices must be on company letterhead and must contain no ink changes and be legible for printing.

D. Questions regarding invoice payments should be directed to the 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.

Payment Schedule:

The Contractor shall submit invoices subsequent to the delivery of the required equipment in compliance with FDA Three-Way Match Invoicing Procedures.

SPECIAL CONTRACT REQUIREMENTS

Observance of Federal Holidays: The workplace is not available on the Government Holidays stated below, or as prescribed by an Executive Order (EO) or OPM.gov due to inclement weather.

January – New Year’s Day	September – Labor Day
January – Martin Luther King, Jr. Day	October – Columbus Day
February – President’s Day	November – Veterans Day
May – Memorial Day	
June- Juneteenth Day	November – Thanksgiving Day
July – Independence Day	December – Christmas Day

CONTRACT PROVISIONS AND CLAUSES

Ultra-low freezer

This is an Order pursuant to the terms and conditions of the Contractor's GSA FSS. In the event of a conflict between the clauses of this Order and the Contractor's schedule contract, the clauses of the schedule contract shall take precedence.

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

(a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.

(b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must—

(1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;

(2) Clearly identify the item by—
(i) Brand name, if any; and
(ii) Make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modification the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modification.

(c) The Contracting Officer will evaluate "equal" products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an "equal" product, the offeror shall provide the brand name product referenced in the solicitation.

(End of provision)

HHSAR Clauses:

HHSAR Clauses and Provisions can be viewed in full text at:

<https://www.hhs.gov/grants/contracts/contract-policies-regulations/hhsar/part-352-solicitation-provisions-contract-clauses/index.html>

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

INSTRUCTIONS TO THE OFFEROR

Quotes shall be submitted no later than 10:00 a.m. (Eastern Time) on **Friday, September 10, 2021**. Quotes shall be submitted via email in PDF format to the Contract Specialist, Nina Montgomery at Nina.Montgomery@fda.hhs.gov with the subject line FDA-21-RFQ- 1242502 **Ultra low freezer**.

The offeror's quote must outline all characteristics of the requirement listed in Part 3 – Description of Requirements. The contractor quote shall provide sufficient information to allow the Government to evaluate that the Contractor is capable of meeting the requirement. The Government is not responsible for locating or securing any information which is not identified in the quote. Offerors shall furnish as part of their quote all descriptive material necessary for the Government to determine whether the proposed products meet all technical requirements specified in Part 3.

Ultra-low freezer

The Offeror shall submit a completed pricing table in Part 2 for a firm fixed-price order. The Contractor shall provide the price and all detailed documentation to support the total cost of the quote. The firm fixed-price proposed shall be inclusive of all shipping and any other costs associated with meeting all the requirements listed in Part 3 – Description of Requirements. Equipment offered must be listed under the contractor's GSA schedule contract. The Government reserves the right to request additional discounts from the GSA schedule price list. Offers for equipment designated as open market must be clearly stated as "Open Market items" and may not be considered.

PART II – GENERAL EVALUATION INFORMATION

The Government intends to award a firm-fixed price order against the GSA Schedule resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. Contractor selection will be based on the lowest price technically acceptable (LPTA) offer that can "meet or exceed" the requirements stated in Part 3 and the delivery requirements in Part 6 of this solicitation. The Government reserves the right to award without discussions. The following factors shall be used to evaluate offers:

Technical Acceptability: The Government will evaluate the degree to which the quote meets or exceeds the requirements and specifications described in Part 3. The Offeror's quote shall demonstrate the ability to "meet or exceed" the technical specifications of this requirement. Quotes will be rated either "Technically Acceptable" or "Technically Unacceptable."

Price: Prices quoted shall be evaluated to ensure the best value to the Government and must be determined to be fair and reasonable in order to be considered for award. Prices quoted shall be in accordance with the offeror's GSA Schedule, with any discounts applied, if any. The sum of the offeror's proposed prices for all CLINs in the table in Part 2 will be evaluated. This RFQ does not commit the Government to pay any costs incurred in the preparation of the submission of the quotation or to contract for the supplies or services.