

NOTICE TO THE PUBLIC

Food Blenders for the Food and Drug Administration, (FDA-1257125)

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in FAR 12.6. This announcement constitutes the only solicitation, and a written solicitation will not be issued.

This requirement is “Subject to the Availability of Funds” The Following FAR Clause applies: AVAILABILITY OF FUNDS (52.232-18) (APR 1984)

This synopsis, NAICS code 334516, identified as REQ#1257125 is to notify contractors that the government intends to issue a Purchase Order in accordance with FAR Part 13.106 for the following specifications, under the simplified acquisition procedures.

Background

The Denver Laboratory is in need of new blenders, the current blenders are not performing up to the standards that are required for sample processing. The current blenders have been in-use for over 10- years and many have lost their ability to blend and also many will leak causing possible contamination.

These blenders are in-use on a daily basis. They are used to blend a wide variety of food, such as dips, meat and meat products, candy, cakes, cookies, and fish and shellfish products, among many other types not listed. To have a homogenize sample for optimal testing it is important to have properly working equipment.

Over the years, some pieces have been replaced but it come to a time where the blenders are burning up first before obtaining the goal of homogenizing the sample.

Purpose

ORA Food and Feed Laboratories need to acquire instrumentation that is capable and optimized for the agency’s preferred laboratory procedures for microbiological analyses of foods. The lab needs to replace faulty and no longer functioning blenders that are not performing to standards.

Scope

Food Hominization System. Minimum Technical Specifications

System Requirements

The Contractor shall provide blenders that will abide by the technical specifications and functional features on which the FDA CFSAN method was developed and validated.

Food Hominization Specifications

The blenders must be able to carry out rapid homogenization of a wide variety of food products.
 The system must have simple and easy operation
 The system must have a small footprint and sue a maximum of 12 inches of bench depth.
 The system must be able to process sample volumes up to 1 Liter.
 The system must function without any dispensing or aspiration of parts or devices.

Trade and Service Specifications

1. The instrument must be a newly manufactured unit, not used and refurbished or previously used for demonstration.
2. With respect to Goods manufactured by Seller which are not: (i) Buyer Goods or (ii) Third Party Products (defined below), Seller warrants that such Goods will materially: (a) conform to the relevant drawings and specifications accepted by Seller, provided however, that product dimensions and quantities are excepted; and (b) be free from significant defects in Seller’s workmanship for twenty four (24) months from date of delivery for standard products and twelve (12) months for non-standard / custom products (collectively, the “**Warranty Period**”). This includes parts and labor and the cost of shipping. Does not include consumables or wear items. Please note the warranty does not cover damage due to shipping. All packages are insured and any damage must be reported to the shipping company. Seller’s liability hereunder, for breach of warranty, negligence or otherwise is limited, at the sole discretion of Seller, to: (a) the replacement at the Point of Delivery of any Goods found to be defective or not to conform to the specifications set forth herein; (b) to the repair of such Goods; or (c) to the refund or crediting to the Buyer of the price of such Goods.
3. Waring products include a 1 year warranty on their products. Does not include consumables or wear items. All Waring warranty issues must be resolved through Waring directly. Please note the warranty does not cover damage due to shipping. All packages are insured and any damage must be reported immediately.
4. The Return Policy will be 30 days to return the product for a refund minus a 20% restocking fee. The item must be unused and maintain its original packaging. Eberbach Corporation does not offer returns or refunds for orders under \$250.00.

Deliverables

Deliverable	Quantity	Delivery Date
1 Liter Blender Variable Speed Power Unit	15	ASAP after Purchase Order

Shipping Destinations:

Food and Drug Administration, Denver Federal

Denver Federal Center

6th and Kipling

Building 20 Entrance W10

Denver, CO 80225

POC: TBD

Period of Performance:

The period of performance shall be 12- month from the date of award which includes a 12-month warranty period.

Inspection and Acceptance

The COR and/or COR designee will perform inspection and acceptance of equipment.

A final inspection and acceptance of all deliverables will be performed by the COR and/or COR designee to ensure the products provided meet the requirements of the Statement of Work (SOW).

Inspection and acceptance will occur at the place of performance and take place within five (5) business days of task being completed. The Government will provide written notification of acceptance or rejection within five (5) business days. Inspection will include review of the deliverables to ensure adequacy.

The Government will accept goods, reports, and services only if they conform to all terms and conditions of the SOW, and satisfy the performance standards developed under this SOW.

The Government will reject non-conforming products and services. The Contractor shall correct any deficiencies within fifteen (15) business days of when the Government issues the rejection notice. If the Contractor cannot correct the deficiencies within this period, the Contractor shall immediately notify the COR of the reason for the delay and provide a proposed corrective action plan within five business days.

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.

Contract Type

Firm-Fixed-Price (FFP). All deliverables shall be clearly identified, complete with clear descriptions; due dates, and at a predetermined, agreed-upon price.

Government Contacts

Contracting Officer: (CO):

Office of Acquisitions Grants and Services

Mary Rose A. Nicol, CO

Phone: 240-402-7606

Email: Maryrose.nicol@fda.hhs.gov

Contracting Office Representative (COR): TBD

Government Holidays

Unless otherwise specified, the Contractor shall perform work Monday through Friday (excluding Federal Holidays) between the hours of 8:00 a.m. and 4:30 p.m. EST. Supplies or services scheduled for delivery on a Federal holiday shall be made the next business day. Workplace is not available on the Government Holidays stated below, or as prescribed by an Executive Order (EO) due to inclement weather.

January (New Year's Day)

January (Martin Luther King Day)

February (President's Day)

May (Memorial Day)

June (Juneteenth)

July (Independence Day)

September (Labor Day)

October (Columbus Day)

November (Veterans Day)

November (Thanksgiving Day)

December (Christmas Day)

BASIS OF AWARD

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.

In order to facilitate the award process, ALL quotes shall include a statement regarding the terms and conditions herein. Additionally, all quotes shall include price (s); FOB point; a poc (name and telephone number); a statement from the offeror verifying that they are Registered in SAM.gov under NAICS code; 334516_delivery date (delivery date is of the utmost importance); business size; and payment terms. Delivery shall be to FDA.

FDA intends to make an award soon after the response date of this notice and all quotes must be submitted via email to Maryrose.nicol@fdahhs.gov and be received by 5:00 PM (1700) on , July 11, 2022 to the attention of Mary Rose A. Nicol, maryrose.nicol@fda.hhs.gov. Offerors shall ensure the RFQ number is visible in the header of the email.

ALL QUESTIONS REGARDING THIS SYNOPSIS/SOLICIATION MUST BE SUBMITTED IN WRITING NO LATER THAN 5:00 PM (1700) EST July 7, 2022. FAX QUOTES SHALL NOT BE ACCEPTED.