

NOTICE TO THE PUBLIC

Uninterrupted Power Supply (UPS) for the San Juan Laboratory

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#113996 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 U.S. FDA, San Juan Laboratory in the Office of Regulatory Science, Office of Medical Products, Tobacco, and Specialty Laboratory Operations is a Pharma Specialty Laboratory. The San Juan Laboratory performs a large variety of diverse analytical samples. These samples require a wide range of specific storage conditions. The San Juan Laboratory needs to replace a 20K UPS that is out of service.

Objective

To acquire a 20K UPS that will maintain transfer power to the onsite generator for the sample room storage area, refrigerators, and freezers in the event of a power outage or interruption. The 20K UPS will also protect expensive laboratory storage units from damage during power fluctuations and allows continuous operation.

Scope

The Contractor shall provide all resources necessary to accomplish the tasks and deliverables described in this Statement of Work (SOW). The Contractor shall provide on 20K UPS and additional services that meet the requirements below.

REQUIREMENTS

MINIMUM SALIENT CHARACTERISTICS

All the following are minimum requirements:

- a. The 20K UPS shall meet or exceed the following specifications:
 - i. 3-Phase 20kVA 20kW online double conversion UPS

- ii. Inverter technology that produces output power with less than 2% total harmonic distortion
- iii. LCD interface
 - i. displays critical operating conditions
 - ii. diagnostic data
 - iii. battery and load status
- iv. Provides fully regulated sine wave AC output
- v. Provides +/-1% output voltage regulation
- vi. Supports parallel connection of up to 4 SUT20K
- vii. Voltage and Frequency Independent (VFI) design allows continuous operation at either 50 or 60 Hz.
- viii. UPS Maintenance Bypass Panel for UPS – 3 breakers
- ix. Input: 208/220V (Ph-Ph), Output: 208/220V (Ph-Ph)
- x. Battery System Nominal Voltage \pm 144V DC
- xi. Battery Capacity 20kW
- xii. Current at Nominal Voltage 69.4A
- xiii. Full Load: 62.5, Max: 67.5
- xiv. Inside delivery
- xv. Minimum one year warranty

1. Trade and Service Specs:

- Equipment shall be newly manufactured, not used, refurbished, or previously used for demonstration.
- The contractor shall provide a minimum of a one-year manufacturing warranty for all manufactured equipment and parts. The warranty shall be included with the equipment and not separately priced. The warranty shall include at a minimum: coverage on all non-consumable items and parts supplied including base instrument, factory-certified replacement parts, engineer labor and travel costs. Any equipment repair and maintenance work shall be performed by an original equipment manufacturer (OEM) trained engineer. The service engineer shall not use salvaged parts from other instruments for performing maintenance and repairs. All parts used in PM and repairs must be guaranteed, factory-tested, OEM quality parts.
- FDA shall have access to a technical representative call center M – F, 8:30 am - 5 pm Eastern time at no additional charge, for technical assistance and troubleshooting. The contractor shall ensure that the call center is staffed by senior engineers to provide a high level of expertise for troubleshooting the instrument.
- The contractor shall provide inside delivery, disposing pallets, boxes, and any associated garbage, and unpacking the equipment and inventory of parts with a lab representative.
- Delivery and shipping charges shall be included.

2. Documentation Requirements:

- Certification Documentation
- Instrument Manuals

3. Repair Service and Documentation:

- The Contractor shall repair or replace any part or parts under the warranty that prove to be defective at no additional charge to the Government.
- For repairs that fall under the warranty, the Contractor shall plan for the fastest delivery for parts and will schedule service upon receipt of parts within 72 business hours (3 days) upon COR approval.
- All replacement parts shall be from the original manufacturer and will be installed to the original manufacturers' specifications.

Documentation

At the completion of any warranty service, the contractor shall provide a written service report to the SJNL COR and/or COR designee. This report shall clearly indicate the date of the service, the type of service performed the model and serial number(s) of the equipment serviced, the name of the field service technician and a brief description of the service performed.

Deliverables

Deliverable	Quantity	Due Date
3-Phase 20kVA 20kW On-Line Double Conversion UPS	1	Within 6-8 weeks after date of award
UPS Maintenance Bypass Panel – 3 Breakers	1	Within 6-8 weeks after date of award
Inside Delivery	1	Within 6-8 weeks after date of award
Certification Documentation	1	Within 6-8 weeks after date of award
Instrument Manuals	1	Within 6-8 weeks after date of award

4. Inspection and Acceptance:

The COR and/or COR designee will perform inspection and acceptance of equipment and services to be provided. The COR and/or COR designee – to be determined upon contract award.

A final inspection and acceptance of all work performed, reports and other deliverables will be performed by the COR and/or COR designee to ensure the services/products provided meet the requirements of the Statement of Work (SOW), and the Contractor shall make changes as requested during the inspection and acceptance process.

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 (5) business days.

5. Place of Performance:

Food and Drug Administration San Juan Laboratory
466 Fernández Juncos Ave. San Juan, PR. 00901-3223

COR: To be identified at time of award

Vendor must call the COR at least 48 hours prior to delivery. Unless otherwise specified, deliveries shall be made to the Delivery Point specified above, Monday through Friday (excluding Federal Holidays see below between the hours of 8:00 a.m. and 4:00 p.m. in accordance with the delivery location time zone (Eastern Time, Central Time, or Pacific Time). Supplies or services scheduled for delivery on a Federal holiday shall be made the next business day. Delivery must be **inside** the laboratory facility. The San Juan Laboratory has no equipment to assist transporting the equipment from the delivery truck to inside the building. **The contractor is responsible for planning and transporting the equipment to inside the building. The laboratory does not have a holding area; therefore, the contractor is responsible for removing packaging materials and presenting the equipment to the operation site the same day of the inside delivery.**

6. Period of Performance:

The Period of Performance begins the date of contract award execution and continues for one year (or longer depending on how long the OEM offered warranty period is) from the date of formal government acceptance. Instrument to be delivered no later than 6-8 weeks after date of award.

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

Michael Gemmill

Email: Michael.Gemmill@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 Michael.Gemmill@fda.hhs.gov and be received by 5:00 PM (1700) on , August 4,2022 to the attention of Michael Gemmill. 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) on , August 4,2022. FAX QUOTES SHALL NOT BE ACCEPTED.