

**Request for Quotation:** FDA-23-1262048

**Response Date:** Date: February 7, 2022, 3:00 p.m. Eastern Time.

This is a combined synopsis/solicitation for commercial supplies prepared in accordance with the format in FAR 12.6 as supplemented with FAR 8 and additional information included in this notice. The incorporated provisions and clauses are those in effect through Federal Acquisition Circular (FAC) 2022-06.

THIS ANNOUNCEMENT CONSTITUTES THE ONLY SOLICITATION AND A SEPARATE SOLICITATION WILL NOT BE ISSUED.

The Government intends to issue a Firm Fixed Price Task Order.

Set Aside: Small Business

NAICS Code: 333415

Line Item Structure: The following is a contract line item numbers:

Line Item 0001 – (1) One Refrigerator for Chicago, IL location

Line Item 0002 – (1) One Refrigerator for Westmont, IL location

Line Item 0003 – (1) One Freezer for Chicago, IL location

Line Item 0004 – (1) One Freezer for Westmont, IL location

**1. Background:**

The U.S. FDA, Chicago District Office to include Resident Posts in the Office of Regulatory Affairs, support FDA's mission to protect the public health and to create new knowledge in the field of regulatory science. The Chicago District Office and Resident Posts performs a large variety of diverse regulatory investigation samples. These samples require a wide range of specific storage conditions.

The Chicago District Office and Westmont Resident Post need to purchase a total of (2) two new refrigerators and (2) two new freezer appliances for two new offices.

**2. Objectives:**

To acquire a total of (2) two new refrigerators and (2) two new freezers for the Chicago District and Westmont Resident Post. The appliances will be used for the short-term storage of regulatory investigation samples. They will also be used for long term storage of sampling media and supplies that require refrigeration or freezing. Two of the refrigerators will be used for the office lunchroom. These new appliances will replace ones currently in operation that are old, will no longer retain specified temperature ranges, or need recurring repair due to age. The purchase and delivery/installation should consist of inside delivery to the room where the unit will reside inside all of the buildings, removal from any shipping pallet or packing material, labor to move around the existing units, and any installation of components or accessories (i.e. castor wheels, handles, etc.).

### 3. Scope/Requirements/Deliverables:

The Contractor shall provide all resources necessary to accomplish the tasks and deliverables described in this Statement of Work (SOW). The Contractor shall provide (2) two refrigerators, (2) two freezers and additional services that meet the requirements below.

### 4. Tasks and Minimum Requirements

All the following tasks and system requirements are minimum requirements. Each freezer (two freezers) and each refrigerator (two refrigerators) shall meet or exceed the following specifications:

#### A. The contractor shall provide Reach-In Freezer with the following Salient Characteristics:

- High-quality stainless-steel exterior.
- Finished stainless steel lined interior cabinet and doors to be insulated, liner and door panel to be resistant to corrosion.
- 40 - 50 cubic foot storage capacity.
- Maximum width shall not exceed 55 inches so product will fit through building doors.
- Maximum height shall not exceed 84 inches
- Maximum depth should not exceed 31 inches
- 50 - 54" Solid Two-door Reach-In style configuration.
- Castor wheels for easy movement.
- Self-Cleaning Condenser system.
- Solid doors with heavy-duty pivot-hinges and pull-door handles with magnetic door gaskets.
- Self-closing and Stay Open Door - Doors are equipped with self-closing and stay open feature. Positive seal with closing doors.
- High-density polyurethane insulation or other type of efficient material able to hold temp.
- Keyed-door locks or lockable doors.
- A switch or door-activated interior LED lighting.
- Turbo Freeze Features.

- Adjustable stainless steel or polyethylene-coated wire shelves - Durable and easy to adjust and clean. At least three shelves per side.
- External digitally controlled temperature with an external digital visual display accurately showing the current inside temperature.
- User control of the temperature with a range from 0° C to -23° C (or 32° F to -10° F).
- Self-diagnostic System - Shows the status of the freezer. A visual/audible temperature alarm and a door-ajar alarm.
- Automatic evaporator fan motor delays.
- Electrical Voltage: at least 115/60-1.
- Warranty: 12 - 24 Months, labor and parts; 4 - 5 years, Compressor.
- CEC - California Energy Commission Certificated & Energy-Star Compliant.

**B. The contractor shall provide Reach-in Refrigerator with the following Salient Characteristics:**

- 50 - 5" Solid Door Super Deluxe Refrigerator
- Maximum width shall not exceed 55 inches so product will fit through building doors.
- Maximum height shall not exceed 84 inches
- Maximum depth should not exceed 31 inches
- Reach-in
- Two-section
- 40 – 50 cu. ft.
- Self-contained
- Stainless steel front & side
- Galvanized back & top of the cabinet
- Stainless steel interior
- Two (2) hinged solid doors with recessed handles
- LED interior lighting
- Six (6) adjustable stainless steel wire shelves
- Exterior LED digital thermometer
- Door-open alarm beeps
- Self-diagnostic monitoring system

- Turbo cooling
- Automatic fan motor delays
- Door pressure release device
- Self-cleaning condenser equipped
- Door locks
- Bottom mount compressor
- R600a Hydrocarbon refrigerant
- At least 1/5 HP
- At least 115v/60/1-ph
- At least 2.3 amps
- NEMA 5-15P
- cETLus
- ETL-Sanitation
- ENERGY STAR®

**5. The contractor shall provide the following 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 Central 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 CHI-DO representative.
- Delivery and shipping charges shall be included.
- The Contractor shall remove all old freezers/refrigerators and dispose of them in accordance with applicable local, state and Federal laws and regulations.

**6. The contractor shall provide the following Documentation Requirements:**

- Certification Documentation
- Instrument Manuals

**7. 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 TPOC approval.
- All replacement parts shall be from the original manufacturer and will be installed to the original manufacturers' specifications.

At the completion of any warranty service, the contractor shall provide a written service report to the CHI-DO TPOC and/or TPOC 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.

**8. Deliverable Table/Period of Performance:**

Deliverable	Quantity	Due Date
Freezers	2	Within 6 weeks after date of award
Refrigerators	2	Within 6 weeks after date of award
Inside Delivery to include Set up / Installation	4	Day of Delivery
Certification Documentation	4	Within 6 weeks after date of award
Instrument Manuals	4	Within 6 weeks after date of award

**9. Inspection and Acceptance:**

The TPOC and/or TPOC designee will perform inspection and acceptance of equipment and services to be provided. The TPOC and/or TPOC 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 TPOC and/or TPOC 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 TPOC of the reason for the delay and provide a proposed corrective action plan within five (5) business days.

#### **10. Places of Performance:**

One (1) refrigerator and One (1) freezer to:

Food and Drug Administration  
Chicago District Office  
550 W. Jackson Blvd., Suite 800  
Chicago, IL 60661  
TPOC: Yulana Wade 312-596-4227

One (1) refrigerator and One (1) freezer to:

Food and Drug Administration  
Westmont Resident Post  
One East Oak Hill Drive Suite 203  
Westmont, IL 60559  
POC: Nick Lyons / Brian  
Nicholson 630-207-9337

Vendor shall call the TPOC/POC 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 FDA office facility. The Chicago District Office 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.**

**11. 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 weeks after date of award.

**12. Government Holidays**

Workplace is not available on the Government Holidays stated below, or as prescribed by an Executive Order (EO) due to inclement weather.

Government Holidays

January (New Year's Day) September (Labor Day)

January (Martin Luther King Day) October (Columbus Day)

February (President's Day) November (Veterans Day)

May (Memorial Day) November (Thanksgiving Day)

June (Juneteenth) December (Christmas Day)

July (Independence Day)

**13. EVALUATION AND AWARD:**

FAR 52.212-2 Evaluation-Commercial Items (OCT 2014)

Lowest Priced, Technically Acceptable (LPTA)

"The Government shall award to the Lowest Priced, Technically Acceptable (LPTA). FDA will first evaluate all Offerors' prices, then, evaluate the apparent lowest-priced quote/proposal for acceptability under the technical and past performance factors (if applicable). If the lowest-price Offeror was evaluated as unacceptable, FDA would then consider the acceptability of the next lowest-price Offeror, continuing this process as necessary."

**14. Instructions to Offeror for Proposal Submission**

FAR 52.212-1 Instructions to Offerors—Commercial Items (Jun 2020)

PROPOSAL SUBMISSION FORMAT:

\*The solicitation does not commit the Government to pay any cost for the preparation and submission of a quote or proposal. It is also advised that the Contracting Officer (CO) is the only individual who can

legally commit and obligate the Government to the expenditure of public funds in connection with the proposed acquisition.\*

**QUOTES DUE: Quote is due, electronically via email to [Elena.Tatarov@fda.hhs.gov](mailto:Elena.Tatarov@fda.hhs.gov) for the RFQ no later than February 7, 2023, 3:00 p.m. Eastern Time. Late submissions may not be evaluated.**

**The subject line shall read: FDA-23-1262048– (2) Two refrigerators, (2) Two freezers. Indicate company's SAM.gov Unique Entity ID on the quote.**

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 offerors or applicant's responsibility to ensure all electronic documents are submitted without the use of macros.

#### **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/contractors/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.eroctwai.gov](mailto:ipp.noreply@mail.eroctwai.gov). Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email to [IPPCustomerSupport@fiscal.treasury.gov](mailto: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.

(1) 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 Indirect)- 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:

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

- invoice number, amount, & date submitted
- corresponding payment amount & date received
- total amount of all payments received to date under the subject contract or order
- 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.

(END OF CLAUSE)

### **Section 508 Requirements**

The following standards are applicable for this requirement:

- Must meet WCAG 2.0 A and AA
- E101.2 Equivalent Facilitation (Appendix A, Application and Scoping Requirements)
- E203 Access to Functionality (Appendix A, Application and Scoping Requirements)
- E204 Functional Performance Criteria (Appendix A, Application and Scoping Requirements)
- E205 Electronic Content (Appendix A, Application and Scoping Requirements)
- E208 Support Documentation and Services (Appendix A, Application and Scoping Requirements)
- Chapter 6 Support Documentation and Services (Appendix C, Functional Performance Criteria and Technical Requirements)
- E206 Hardware (Appendix A, Application and Scoping Requirements)
- Chapter 4 Hardware (Appendix C, Functional Performance Criteria and Technical Requirements)
- 302 Functional Performance Criteria (Appendix C, Functional Performance Criteria and Technical Requirements)

Electronic content must be accessible to HHS acceptance criteria. Checklist for various formats are available at <https://www.hhs.gov/web/section-508/accessibility-checklists/index.html>, or from the Section 508 Coordinator listed at <https://www.hhs.gov/web/section-508/additional-resources/section-508-contacts/index.html>. Materials that are final items for delivery should be accompanied by the appropriate checklist, except upon approval of the Contracting Officer or Representative.