Posting Date: December 20, 2024

Closing Date: December 29, 2024 11:30 a.m. ET

Reference Number: 25-008693

To: NCI Bid Board

From: Christine Buntz NCI CCR P-ARC

christine.buntz@nih.gov

Subject: NCI Bid Board Posting - Service Agreement for the Wizard 2-1 Detector and Microbeta 2 Detector. MACSQuant Instrument for the Molecular Imaging Branch.

The National Cancer Institute Division of The Molecular Imaging Branch is to develop targeted imaging methods that accelerate the development of cancer therapies. The MIB is focused on the development and translation of *in vivo* molecular imaging agents for early detection, monitoring and therapy. Given the high risks and high costs of conducting research in this field, the MIB is well positioned to address the challenges that the field of molecular imaging faces.

The primary objective of this purchase is to purchase a service agreement for a government owned Wizard2 1-Detector gamma counter system and a Microbeta Detector. Both instruments are essential instrumentation for the MIB and both are used to count radioactive samples from in vivo and in vitro assays.

The National Cancer institute plans to purchase a service agreement for the Wizard 2-1 Detector and Microbeta Detector Instrument from Revvity Health Sciences, Inc Hopkinton, Massachusetts to perform this work. This is not a request for competitive quotation. However, if any interested party believes it can meet the attached requirements, it may submit a statement of capabilities. The capability statement must be in writing and must contain information and material in sufficient detail to allow NCI to determine is the party can fully meet this requirement. The capability statement must be received in the contracting office by 11:30 AM on December 29, 2024 ET. A determination by the Government not to compete this requirement based upon responses to this notice is solely within the discretion of the Government. Information received will be considered solely for the purpose of determining whether to conduct a competitive procurement.

Sole Source Justification:

Revvity Health Sciences is the sole manufacturer of the Wizard2-1 Detector and Microbeta Detector. It is imperative that a service agreement is procured from Revvity Health Sciences so that we may continue to perform analysis of our radioactive samples if either instrument is in need of repair. The service agreement will also decrease the cost of repairs to the instruments that were initially purchased. Revvity Health Sciences is the only vendor that can perform repairs, provide replacement parts, and maintenance to all their instruments. Market research was conducted, and vendors were contacted however due to the specifications within the SOW and the specifications regarding this instrument no other vendor was able to meet the requirement.

Attached Documents:

SF18

Statement of Need

FAR Clause 52.213-4 Simplified Acquisitions Terms and Conditions (JAN 2014) is applicable and available in full text upon request.

REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)				THIS RFQ IS IS NOT A SMALL BUSINESS SET-ASIDE PAGE OF PAGE 1						PAGES 1		
1. REQUEST NUMBER 2. DATE ISSUED 12/20/2024			3. REQUISITION/PURCHASE REQUEST NUMBER 25-008693			UNE	RT. FOR N DER BDSA D/OR DMS	REG. 2	RATING	•		
5a. ISSUED BY NIH/NCI-CCR P-ARC						6. DELIVER BY (<i>Date</i>) 02/20/2025						
5b. FOR INFORMATION CALL (NO COLLECT CALLS)						7. DELIVERY						
NAME TELEPHO						NE NUMBER FOB DESTINATION X (See Schedule)						
AREA CODE NUMI						5. 22				STINATION		
						-6456						
8. TO: b. COMPANY						Karen WONG 240-858-3087 b. STREET ADDRESS						
a. NAME		vity Health Sciences Inc			9000 Rockville Pike Bldg 10 RM B3B69E							
c. STREET ADD							c. CITY Beth	r esda				
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1.0 SCOPE

The OEM Contractor shall provide all labor, material and equipment necessary to maintain and provide preventive maintenance for government owned Wizard2 – 1 Detector Gamma Counter, S/N 24800060 and Microbeta2 detector, S/N SGMB01200625. Both counters are used to count radioactive pre-clinical samples. All maintenance services shall be performed on-site in accordance with the manufacturer's standard commercial maintenance practices.

2.0 TYPE OF ORDER

This is a firm fixed-price purchase order.

3.0 SPECIAL ORDER REQUIREMENTS

3.1 PREVENTIVE MAINTENANCE

The OEM Contractor shall perform 1 planned preventive maintenances during the contract period for each instrument. Technically qualified OEM factory-trained personnel shall perform Service. Service shall consist of a thorough cleaning, calibration, adjusting, inspection, and testing of all equipment in accordance with the manufacturer's latest established service procedures. All equipment shall be operationally tested through at least one (1) complete operating cycle at the end of the preventive maintenance inspection to assure optimum and efficient performance.

3.2 EMERGENCY SERVICE

On-site, unlimited emergency repair service with a priority response shall be provided during the term of this contract at no additional cost to the government. Emergency service shall be provided during normal working hours, Monday through Friday excluding Federal Holidays. Upon receipt of notice that any part of the equipment is not functioning properly the OEM Contractor shall provide a qualified OEM factory-trained service technician within 3 business days to inspect the equipment and perform all repairs and adjustments necessary to restore the equipment to normal and efficient operating condition. Emergency service calls shall not replace the necessity for planned preventative maintenance. All labor and travel will be included.

3.3 REPLACEMENT PARTS

The OEM Contractor shall furnish all required replacement parts at no additional cost to the Government, with the exception of consumables. Parts shall be new to original equipment specifications. Parts will be delivered the earliest next day.

3.4 SOFTWARE UPDATES/SERVICE

The OEM Contractor shall provide Software Service and updates in accordance with the manufacturer's latest established service procedures, to include telephone access to technical

support for use of program software and trouble shooting of the operating systems, at no additional cost to the Government. The contractor shall receive advance approval for the installation of all software updates and revisions from the Government. Service shall include all software and minor hardware updates. Defective software shall be replaced at no additional cost to the Government.

A 10% discount will be provided for training, if necessary.

3.5 TECHNICAL SUPPORT SERVICES

The Contractor shall provide at no additional cost to the Government unlimited technical support for troubleshooting for the instrument and application support, 9am-5pm, Monday-Friday. Support services on software and hardware for the Wizard2 gamma counter and Microbeta counter shall be provided through telephone, email, and real-time remote virtual assistance. Technical support services shall be provided by certified service engineers or technically qualified factory-trained personnel. The OEM Contractor shall provide unlimited toll-free technical telephone (1-800-762-4000) and email support, 9am-5pm EST excluding Federal holidays, at no additional cost to the Government.

3.6 SERVICE EXCLUSIONS

The Contractor shall not be responsible for any repairs necessitated by abuse, neglect, vandalism, Acts of God, fire or water. These repairs shall be the subject of a separate purchase order and shall not be performed under this contract.

3.7 PERIOD OF PERFORMANCE

The period of performance shall be 2/20/2025 - 2/19/2026.

3.8 PERSONNEL QUALIFICATIONS

Technically OEM qualified factory-trained personnel shall perform service to the Wizard2 gamma counter and Microbeta2 detector as covered by this contract. All primary service personnel shall have at least one backup support person with at least the same level of expertise on the equipment covered by this contract.

4.0 PLACE OF PERFORMANCE

Onsite services shall be performed at the following location:

NIH, NCI, Molecular Imaging Branch 10 Center Dr Bldg 10, Room B3B403A

Bethesda, MD 20892

5.0 PAYMENT

Payment shall be made quarterly in arrears. Payment authorization requires submission and approval of invoices to the COR and NIH OFM, in accordance with the payment provisions listed below:

The following clause is applicable to all Purchase Orders, Task or Delivery Orders, and Blanket Purchase Agreement (BPA) Calls: PROMPT PAYMENT (JUL 2013) FAR 52.232-25. Highlights of this clause and NIH implementation requirements follow:

I INVOICE REQUIREMENTS

- A. An invoice is the Contractor's bill or written request for payment under the contract for supplies delivered or services performed. A proper invoice is an "Original" which must include the items listed in subdivisions 1 through 12, below, in addition to the requirements of FAR 32.9. If the invoice does not comply with these requirements, the Contractor will be notified of the defect within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish, and 5 days for perishable agricultural commodities, dairy products, edible fats or oils) with a statement of the reasons why it is not a proper invoice. (See exceptions under II., below.) Untimely notification will be taken into account in the computation of any interest penalty owed the Contractor.
 - 1. Vendor/Contractor: Name, Address, Point of Contact for the invoice (Name, title, telephone number, e-mail and mailing address of point of contact).
 - 2. Remit-to address (Name and complete mailing address to send payment).
 - 3. Remittance name must match exactly with name on original order/contract. If the Remittance name differs from the Legal Business Name, then both names must appear on the invoice.
 - 4. Invoice date.
 - 5. Unique invoice #s for all invoices per vendor regardless of site.
 - 6. NBS document number formats must be included for awards created in the NBS: Contract Number; Purchase Order Number; Task or Delivery Order Number and Source Award Number (e.g., Indefinite Delivery Contract number; General Services Administration number); or, BPA Call Number and BPA Parent Award Number.
 - 7. Data Universal Numbering System (DUNS) or DUNS + 4 as registered in the Central Contractor Registration (CCR).
 - 8. Federal Taxpayer Identification Number (TIN). In those exceptional cases where a contractor does not have a DUNS number or TIN, a Vendor Identification Number (VIN) must be referenced on the invoice. The VIN is the number that appears after the contractor's name on the face page of the award document.
 - 9. Identify that payment is to be made using a three-way match.
 - 10. Description of supplies/services that match the description on the award, by line billed.*
 - 11. Freight or delivery charge must be billed as shown on the award. If it is included in the item price do not bill it separately. If identified in the award as a separate line item, it must be billed separately.

- 12. Quantity, Unit of Measure, Unit Price, Extended Price of supplies delivered or services performed, as applicable, and that match the line items specified in the award.*
- * NOTE: If your invoice must differ from the line items on the award, please contact the Contracting Officer before submitting the invoice. A modification to the order or contract may be needed before the invoice can be submitted and paid.
 - B. Shipping costs will be reimbursed only if authorized by the Contract/Purchase Order. If authorized, shipping costs must be itemized. Where shipping costs exceed \$100, the invoice must be supported by a bill of lading or a paid carrier's receipt.
 - C. Mail an original and 1 copy of the itemized invoice to:

National Institutes of Health Office of Financial Management, Commercial Accounts 2115 East Jefferson Street, Room 4B-432, MSC 8500 Bethesda, MD 20892-8500

For inquiries regarding payment call: (301) 496-6088

In order to facilitate the prompt payment of invoices, it is recommended that the vendor submit a photocopy of the invoice to the "Consignee" designated for the acquisition in blocks 6A - 6E of the face page of the Order/Award document.

II. INVOICE PAYMENT

- A. Except as indicated in paragraph B., below, the due date for making invoice payments by the designated payment office shall be the later of the following two events:
 - 1. The 30th day after the designated billing office has received a proper invoice.
 - 2. The 30th day after Government acceptance of supplies delivered or services performed.
- B. The due date for making invoice payments for meat and meat food products, perishable agricultural commodities, dairy products, and edible fats or oils, shall be in accordance with the Prompt Payment Act, as amended.

III. INTEREST PENALTIES

- A. An interest penalty shall be paid automatically, if payment is not made by the due date and the conditions listed below are met, if applicable.
 - 1. A proper invoice was received by the designated billing office.
 - A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or contractor compliance with a term or condition.
 - 3. In the case of a final invoice for any balance of funds due the contractor for supplies delivered or services performed, the amount was not subject to further settlement actions between the Government and the Contractor.

B. Determination of interest and penalties due will be made in accordance with the provisions of the Prompt Payment Act, as amended, the Contract Disputes Act, and regulations issued by the Office of Management and Budget.

IV. PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS, FAR 52.232-40 (DEC 2013)

- a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.
- b) The acceleration of payments under this clause does not provide any new rights under the prompt Payment Act.

Include the substance of this clause, include this paragraph c, in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.