

Posting Date: January 10, 2024

Closing Date: January 20, 2024, 11:30 a.m. ET

Reference Number: 24-009113

To: NCI Bid Board

From: Tanya Proctor
NCI OA Purchasing Branch
Acquisitions Operations Analyst
tanya.proctor@nih.gov

Subject: NCI Bid Board Posting - Service Agreement - GloMax Discover Premier (Base plus 2 option years)

The Genitourinary Malignancies Branch focuses on investigating the biology of genitourinary cancers, developing new strategies for treating those cancers, and evaluating these new therapeutic approaches through science-driven clinical research. These clinical trials investigate novel approaches in immunotherapy, hormonal therapy, chemotherapy combinations, and small-molecule targeted therapy.

GloMax Discover is a multimode plate reader instrument for luminescence, fluorescence and absorbance-based assays. Banday lab. purchased this instrument more than a year ago. This is a widely used instrument by several labs at NIH, specifically members of GMB and UOB in CCR. To keep this instrument functional at its best, it requires premier maintenance. This purchase request is to establish the annual maintenance contract with the manufacturer of the instrument, Promega.

The primary objective of this project is to initiate the maintenance contract of the instrument for three years. This will benefit the researchers across several CCR, NCI labs to use the instrument and perform experiments without experiencing any technical issues.

The National Cancer Institute plans to purchase a Service Agreement - GloMax Discover Premier (Base plus 2 option years) from Promega 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 if the party can fully meet this requirement. The capability statement must be received in the contracting office by 11:30 AM on January 20, 2024, ET. A determination by the Government not to complete 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:

This purchase request is for the service maintenance contract of the GloMax Discover instrument which was purchased from Promega Corporation. As regular maintenance service is required from the manufacturer of the instrument, the maintenance service contract needs to be established with Promega Corporation only. We did a Google search and did not find any other vendor that can perform this service for the GloMax Discover instrument as the manufacturer of the instrument is Promega.

Attached Documents:

SF18

Statement of Work

FAR Clause 52.213-4 Simplified Acquisitions Terms and Conditions (AUG 2019) is applicable and available in full text upon request

REQUEST FOR QUOTATION <i>(THIS IS NOT AN ORDER)</i>	THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE	PAGE OF 1	PAGES 2
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1. REQUEST NUMBER	2. DATE ISSUED 01/10/2024	3. REQUISITION/PURCHASE REQUEST NUMBER 24-009113	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
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5a. ISSUED BY NIH/NCI-OA-PB	6. DELIVER BY (Date) 01/26/2024
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5b. FOR INFORMATION CALL (NO COLLECT CALLS)

NAME Tanya Proctor, Acq. Operations Analyst	TELEPHONE NUMBER AREA CODE: 240 NUMBER: 760-7733	7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)
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8. TO:		9. DESTINATION
a. NAME	b. COMPANY	a. NAME OF CONSIGNEE Arup CHAKRABORTY 240-858-7166

c. STREET ADDRESS		b. STREET ADDRESS 9000 Rockville Pike Bldg 10 RM 1-5848
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d. CITY Bethesda	c. CITY
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d. CITY	e. STATE MD	f. ZIP CODE 20892
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10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date)
01/20/2024

IMPORTANT: This is a request for information and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.

11. SCHEDULE (Include applicable Federal, State and local taxes)

ITEM NUMBER (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
001	Item # SA4002 GloMax(R) Discover Premier Svc Agreement	12	mo	0.00	\$0.00
002	Item # SA3050 GloMax(R) Injectors Premier Svc Agreement	12	mo	0.00	\$0.00
003	Item # SA4002 (Option Yr 1) GloMax(R) Discover Premier Svc Agreement	12	mo	0.00	\$0.00
004	Item # SA3050 (Option Yr 1) GloMax(R) Injectors Premier Svc Agreement	12	mo	0.00	\$0.00
005	Item # SA4002 (Option Yr 2) GloMax(R) Discover Premier Svc Agreement	12	mo	0.00	\$0.00
006	Item # SA3050 (Option Yr 2) GloMax(R) Injectors Premier Svc Agreement	12	mo	0.00	\$0.00

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS NUMBER PERCENTAGE
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NOTE: Additional provisions and representations are are not attached.

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
a. NAME OF QUOTER			16. SIGNER		b. TELEPHONE	
b. STREET ADDRESS						
c. COUNTY			a. NAME (Type or print)		AREA CODE	
d. CITY			e. STATE		f. ZIP CODE	
			c. TITLE (Type or print)		NUMBER	

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11. SCHEDULE (Include applicable Federal, State and local taxes)

ITEM NUMBER (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	<p>Notice of Intent: If submitting a capability statement, please email only 1 copy of the technical capability statement to: Tanya Proctor @ tanya.proctor@nih.gov</p> <p>See attached statement of work.</p> <p>This will be awarded as a Firm-Fixed Price Contract</p>				

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS NUMBER PERCENTAGE
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a. NAME OF QUOTER			16. SIGNER		b. TELEPHONE	
b. STREET ADDRESS					AREA CODE	
c. COUNTY			a. NAME (Type or print)		NUMBER	
d. CITY			e. STATE f. ZIP CODE		c. TITLE (Type or print)	

STATEMENT OF WORK (SOW)

Instructions: This document should be used for the acquisition of SERVICES. Instructions (and sample language) for completion are in red, and should be excluded from the completed document.

1.0 TITLE Equipment Service Contract Renewals

2.0 BACKGROUND

The order contains maintenance contract of the instrument Promega GloMax Discover. Multiple researcher labs use this machine regularly for a variety of bioassays, such as high-performance luminescence, fluorescence, UV-visible absorbance assays. This instrument also has integrated data analysis software makes results easy to interpret. Collectively, researchers within NIH use this instrument to perform experiments related to various projects in biomedical research.

2.1 OBJECTIVE

The primary objective of this project is to initiate the maintenance contract of the instrument for three years. This will benefit the researchers across several CCR, NCI labs to use the instrument and perform experiments without experiencing any technical issues.

3.0 SCOPE

GloMax® Discover is a multimode plate reader instrument for luminescence, fluorescence and absorbance-based assays. Banday lab. purchased this instrument more than a year ago. This is a widely used instrument by several labs at NIH, specifically members of GMB and UOB in CCR. To keep this instrument functional at its best, it requires premier maintenance. This purchase request is to establish the annual maintenance contract with the manufacturer of the instrument, Promega.

4.0 CONTRACT REQUIREMENTS/ AND PERSONNEL QUALIFICATIONS

*The Contractor shall perform the following tasks:
annual service maintenance of the GloMax(R) Discover instrument.*

4.1 Project Management Plan

The Contractor shall perform annual service maintenance of the GloMax(R) Discover instrument

5.0 TYPE OF ORDER

This is a firm fixed price annual maintenance order.

STATEMENT OF WORK (SOW)

6.0 PERIOD OF PERFORMANCE

Base Period: 2024 (1/26/2024-1/25/2025)

Option Period One: 2025 (1/26/2025-1/25/2026)

Option Period Two: 2026 (1/26/2026-1/25/2027)

7.0 PLACE OF PERFORMANCE

Building 10 Room 1-5848 W, 10 Center dr., Bethesda, MD 20892

8.0 REPORT(S)/DELIVERABLES AND DELIVERY SCHEDULE

9.0 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 attached 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: Charlie Sheen; charlie. sheen@promega; Phone:(800) 356-9526; Option 2; Fax: (800) 356-1970
 2. Remit-to address: Promega Corporation
 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

STATEMENT OF WORK (SOW)

- 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.

STATEMENT OF WORK (SOW)

- 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.
 - 2. 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.