

Posting Date: February 14, 2024

Closing Date: February 25, 2024 11:30 a.m. ET

Reference Number: 24-011599

To: NCI Bid Board

From: Teferi Gebremariam
NCI CCR P-ARC
Teferi.Gebremariam@nih.gov

Subject: NCI Bid Board Posting – Service Contract for BD FACSymphony S6 5-Laser Cell Sorter System

The Surgery Branch of the National Cancer Institute is a combined laboratory and clinical research unit devoted to the development of innovative cancer immunotherapies and their translation to the treatment of patients with cancer. Efforts run the gamut from basic studies of cancer immunology to the conduct of clinical immunotherapy trials for patients with metastatic cancer. The Surgery Branch was responsible for the development of interleukin-2 (IL-2), the first effective immunotherapy in humans, the development of cell transfer immunotherapies for melanoma and other solid cancers, the first insertion of foreign genes into humans and the first development of effective human cancer immunotherapies based on the genetic engineering of autologous lymphocytes with genes encoding anti-tumor T cell receptors or chimeric antigen receptors.

The primary objective of the Service Contract is to maintain and provide preventive maintenance for BD FACSymphony S6 5-Laser Cell Sorter System (S/N 440075329) for the period of 04/27/2024 through 07/26/2024. The equipment will be used for the sorting of cells, as a part of our research efforts to develop adoptive cell therapies for treating metastatic cancers.

The National Cancer Institute plans to purchase a Service Contract for BD FACSymphony S6 5-Laser Cell Sorter System (S/N 440075329) from Becton, Dickinson and Company 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 February 25, 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:

Many of the consumable parts like o-rings, sample lines, and band-pass filters are patented parts (OEM) only available by the manufacturer of our cytometer, that being the company Becton Dickinson. Other companies like Beckman Coulter or Cytex do not have access to all the required specialized parts that make up our instrument. Becton, Dickinson and Company has a proven track record (20+ years) record with Surgery Branch, in providing state-of-the-art technology and superior serving of all our BD equipment, by well-trained engineers. No other company, to our knowledge, assists us in our cancer research endeavors, requiring flow cytometry, like this Cited Authority.

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.

1. REQUEST NUMBER 24-011599	2. DATE ISSUED 02/14/2024	3. REQUISITION/PURCHASE REQUEST NUMBER 24-011599	4. GERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
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5a. ISSUED BY NIH/NCI-OA	6. DELIVER BY (Date) 07/26/2024
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5b. FOR INFORMATION CALL (NO COLLECT CALLS)		7. DELIVERY
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NAME Teferi Gebremariam, Purchasing Agent	TELEPHONE NUMBER	<input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)
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8. TO:	AREA CODE 240	NUMBER 760-6546	9. DESTINATION SHAHRAM FARID 240-858-3816
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a. NAME	b. COMPANY Becton, Dickinson and Company	b. STREET ADDRESS 9000 Rockville Pike Bldg 10 RM 3W-5897
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c. STREET ADDRESS 2350 QUME DR	c. CITY Bethesda
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d. CITY SAN JOSE	e. STATE CA	f. ZIP CODE 95131	d. STATE MD	e. 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) 02/25/2024	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.
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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)
001	Service Contract S6 (no lasers), PRODUCT/GTIN 663745 00382906637451, Customer material# : 662937, Serial# : R66293700074	1	ea	0.00	\$0.00
002	Svc Cont OBIS 488-100 LS Blue Lsr, PRODUCT/GTIN 660816, Customer material# : 658296, Serial# : NO-SERIAL-16960	1	ea		\$0.00
003	Svc Cont OBIS 637-140 LX Red Lsr, PRODUCT/GTIN 660825, Customer material# : 656140, Serial# : NO-SERIAL-16961	1	ea		\$0.00
004	Svc Cont OBIS 405-100 LX Violet Lsr, PRODUCT/GTIN 657191, Customer material# : 653535 Serial# : NO-SERIAL-16962	1	ea		\$0.00
005	Svc Cont G4 355-60 w/BD UV Lsr PRODUCT/GTIN 660800, Customer material# : 655729 Serial# : NO-SERIAL-16963	1	ea		\$0.00

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS
				NUMBER PERCENTAGE

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	

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 2	PAGES 2
1. REQUEST NUMBER 24-011599	2. DATE ISSUED 02/14/2024	3. REQUISITION/PURCHASE REQUEST NUMBER 24-011599	4. GERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING	
5a. ISSUED BY NIH/NCI-OA			6. DELIVER BY (Date) 07/26/2024		
5b. FOR INFORMATION CALL (NO COLLECT CALLS)			7. DELIVERY		
NAME Teferi Gebremariam, Purchasing Agent		TELEPHONE NUMBER AREA CODE: 240 NUMBER: 760-6546		<input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)	
8. TO:			9. DESTINATION		
a. NAME		b. COMPANY Becton, Dickinson and Company		a. NAME OF CONSIGNEE SHAHRAM FARID 240-858-3816	
c. STREET ADDRESS 2350 QUME DR			b. STREET ADDRESS 9000 Rockville Pike Bldg 10 RM 3W-5897		
d. CITY SAN JOSE		e. STATE CA	f. ZIP CODE 95131	c. CITY Bethesda	d. STATE MD
e. ZIP CODE 20892		10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 02/25/2024			
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)
006	Svc Cont OBIS LS 561-150 Yellow Laser PRODUCT/GTIN 661709 00382906617095 Customer material# : 660691 Serial# : NO-SERIAL-16964	1	ea	0.00	\$0.00
007	Svc Cont High Throughput Sampler PRODUCT/GTIN 337756 Customer material# : 33865919 Serial# : R647701001648 Notice of Intent: If submitting a capability statement, please e-mail only 1 copy of the technical capability statement to Teferi Gebremariam at teferi.gebremariam@nih.gov See attached statement of work. This will be awarded as a Firm-Fixed Price Contract	1	ea		\$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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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

STATEMENT OF WORK

Instructions: This document should be used for the acquisition of MAINTENANCE SERVICES FOR EQUIPMENT. Instructions for completion are in red, and should be excluded in the completed document.

1.0 SCOPE

The Contractor shall provide all labor, material and equipment necessary to maintain and provide preventive maintenance for **BD FACSymphony S6 5-Laser Cell Sorter System (S/N 440075329)** for the period of **04/27/2024 through 07/26/2024**. The equipment will be used for the sorting of cells, as a part of our research efforts to develop adoptive cell therapies for treating metastatic cancers. 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 Contractor shall perform **2** planned preventive maintenances during the contract period. Technically qualified factory-trained personnel shall perform Service. Service shall consist of 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, emergency repair service visits 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 Contractor shall within provide a one (1) hour initial response with a four (4) hour on-site response a qualified factory-trained service representative 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

STATEMENT OF WORK

The 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 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 troubleshooting 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. Defective software shall be replaced at no additional cost to the government.

The Contractor shall provide unlimited clinical technical telephone support (24hrs/day, 7 days/week) for troubleshooting for the instrument and clinical application support (M-F 8am-9pm), excluding Federal holidays.

If the Vendor fails to meet our commitment, a \$500.00 Response Time Credit will be issued per their Terms and Conditions.

- Workstation printers will no longer have on-site or mail-in repair service support.

3.5 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.

3.6 PERIOD OF PERFORMANCE

The base period of performance shall be for three (3) months from **04/27/2024 to 07/26/2024**.

3.7 PERSONNEL QUALIFICATIONS

Technically qualified factory-trained personnel shall perform service to the **BD FACSymphony S6 5-Laser Cell Sorter System (S/N 440074863) located in Bldg.10-CRC/Room 3W-5897**, 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,
10 Center Dr
Bldg.10-CRC/Room 3W-5897
Bethesda, MD 20892

STATEMENT OF WORK

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.*

STATEMENT OF WORK

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.
 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

STATEMENT OF WORK

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.