

Posting Date: March 19, 2024

Closing Date: March 29, 2024 11:30 a.m.

ET Reference Number: 24-018217

To: NCI Bid Board

From: Viviane Rivera
NCI CCR P-ARC
viviane.rivera@nih.gov

Subject: NCI Bid Board Posting – Service agreement for Mantra Imaging System

The goal of the Molecular Imaging Branch (MIB) 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 Molecular Imaging Clinic conducts early phase trials of molecular imaging agents. MIB investigate diagnostic imaging agents that employ nuclear, optical or magnetic resonance reporters in human subjects.

The primary objective of this purchase is to renew a service agreement for the government owned Mantra Imaging System. This instrument is essential instrumentation for the MIB and is used to measure multiple types of immune and cancer cells and their interaction with each other in a single microscopic specimen.

The National Cancer Institute plans to to renew a service agreement for the Mantra Quantitative Pathology Imaging System from Akoya Biosciences, Inc. 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 March 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:

A service contract for the Mantra Quantitative Imaging System is required so that the MIB can continue to perform ground breaking research involving NIR-PIT modality if the system is in need of repair. This service contract will also decrease the costs of repair to an instrument that was initially purchased for \$171,985.25. Akoya does not sell parts to third party vendors and the instruments are sold directly from Akoya. Akoya is the sole provider of the instrument.

Attached Documents:

SF18
Statement of Work
52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.
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 <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE	PAGE OF PAGES 1 1
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1. REQUEST NO. POTS 24-018217	2. DATE ISSUED 03/19/2024	3. REQUISITION/PURCHASE REQUEST NO. POTS 24-018217	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
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5a. ISSUED BY	6. DELIVER BY (Date) 4/30/2024
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5b. FOR INFORMATION CALL (NO COLLECT CALLS)	
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NAME Viviane Rivera, Purchasing Agent	TELEPHONE NUMBER AREA CODE: 240 NUMBER: 760-7125	7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule)
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8. TO:	9. DESTINATION Karen WONG 240-858-3087
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a. NAME	b. COMPANY Akoya Biosciences, Inc.	b. STREET ADDRESS 9000 Rockville Pike Bldg. 10,Rm B3B69E
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c. STREET ADDRESS 100 Campus Drive 6th Floor	c. CITY Bethesda
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d. CITY Marlborough,	e. STATE MA	f. ZIP CODE 01752	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) 3/29/2024	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 NO. (a)	SUPPLIES/ SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
1	SC1MN000 Gold Service Contract 1PM-Mantra Quantitative Imaging System Serial Number: MN1548N0024 Notice of Intent: If submitting a capability statement, please e-mail only 1 copy of the technical capability statement to: Viviane Rivera @ viviane.rivera@nih.gov. See attached statement of work This will be a Firm-Fixed Price Contract.	12			0.00

12. DISCOUNT FOR PROMPT PAYMENT	10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS
			0.00	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	

STATEMENT OF WORK

1.0 SCOPE

The Contractor shall provide all labor, material and equipment necessary to maintain and provide preventive maintenance for government-owned Perkin Elmer Mantra Quantitative Imaging System, serial number MN1548N0024 located in building 10, room 1B37B. The imaging system is used to image multiple types of immune and cancer cells and their interaction. 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 1 planned preventive maintenance during the contract period. Technically qualified 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, emergency repair service visit 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 provide 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

The Contractor shall furnish all required Akoya certified 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 and service updates in accordance with the manufacturer's latest established service procedures, to include telephone access to technical support for use of

STATEMENT OF WORK

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

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 5/1/2024 – 4/30/2025.

3.7 PERSONNEL QUALIFICATIONS

Technically qualified factory-trained personnel shall perform service to government owned Mantra Imaging System, 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 1B37B
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** (Jan 2017) 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

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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 considered 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. Unique Entity Identifier (UEI) which is in the System for Award Management (SAM) and replaces the Dun & Bradstreet Data Universal Numbering System (DUNS) number.
8. Federal Taxpayer Identification Number (TIN). In those rare cases where a contractor does not have a UEI 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.*

Updated on April 21, 2022

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.

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.

B. The Contractor shall submit invoices to the Department of Treasury's Invoice Processing Platform (IPP) at <https://www.ipp.gov> with a copy to the approving official, as directed below.

The Contractor shall submit a copy of the electronic invoice to the following Approving Official (Contracting Officer) and Contracting Officer's Representative:

Approving Official: Contracting Officer

Name- Email Address-

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Contracting Officer's Representative
Name- Email Address-

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 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 (November 2021)

(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.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial products or commercial services.

V. HHSAR 352.232-71 Electronic Submission of Payment Requests (February 2, 2022)

(a) *Definitions.* As used in this clause—

Payment request means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. 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.

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(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Department of Treasury Invoice Processing Platform (IPP) or successor system. Information regarding IPP, including IPP Customer Support contact information, is available at *www.ipp.gov* or any successor site.

(c) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing in accordance with HHS procedures.

(d) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request.