

Posting Date: April 18, 2024

Closing Date: April 28, 2024 11:30 a.m.

ET Reference Number: 24-021643

To: NCI Bid Board

From: Viviane Rivera  
NCI CCR P-ARC  
[viviane.rivera@nih.gov](mailto:viviane.rivera@nih.gov)

Subject: NCI Bid Board Posting – Service agreement for MediLumine Prism In Vivo Imaging System

The National Cancer Institute Division of The mission of the Molecular Imaging Branch (MIB) is to advance cancer therapies using molecular imaging. The MIB conducts research in designing, developing, and testing new novel targeted imaging agents for the detection and characterization of cancer. These imaging agents include tissue-specific MRI, PET, radionuclide, and optical probes. The MIB is focused on the clinical translation of targeted imaging agents for cancer imaging.

The primary objective of this is to purchase a renewal for the service agreement for the government owned MediLumine Prism Imaging System. This instrument is essential instrumentation for the MIB and used to visualize the location and size of tumors in live animals by detecting bioluminescence emitted from luciferase-expressing tumor cells. The system also is used to track fluorescent reagents such as fluorescent-labeled antibody. As part of the MIB's pre-clinical research, there is a MediLumine Prism In Vivo Animal Imaging System purchased in 2022. The request is to purchase a renewal for the service agreement for the government owned MediLumine Prism Imaging System. This instrument is essential instrumentation for the MIB and used to visualize the location and size of tumors in live animals by detecting bioluminescence emitted from luciferase-expressing tumor cells. The system also is used to track fluorescent reagents such as fluorescent-labeled antibody.

The National Cancer Institute plans to purchase a Maintenance Agreement for one year from MediLumine Inc, Montreal, Qc, Canada 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 April 28, 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:

Despite the vendor not distributing to third party vendors and having proprietary software, a Google search was performed to determine if a vendor could be found that can perform the work. Due to the instrument's specialty, no vendors were found that could successfully perform work on this equipment.

Attached Documents:

SF18

Statement of Work

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

<b>REQUEST FOR QUOTATION</b> <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 PAGES 1 1	
1. REQUEST NUMBER <b>24-021643</b>	2. DATE ISSUED <b>04/18/2024</b>	3. REQUISITION/PURCHASE REQUEST NUMBER <b>24-021643</b>	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING	
5a. ISSUED BY			6. DELIVER BY (Date) <b>07/01/2024</b>		
5b. FOR INFORMATION CALL (NO COLLECT CALLS)			7. DELIVERY		
NAME <b>Viviane Rivera</b>		TELEPHONE NUMBER		<input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)	
		AREA CODE <b>240</b>	NUMBER <b>760-7165</b>	9. DESTINATION	
8. TO:			a. NAME OF CONSIGNEE <b>Karen WONG 240.858.3087</b>		
a. NAME		b. COMPANY		b. STREET ADDRESS <b>9000 Rockville Pike Bldg 10 RM B3B69E</b>	
c. STREET ADDRESS			c. CITY <b>Bethesda</b>		
d. CITY		e. STATE	f. ZIP CODE	d. STATE <b>MD</b>	e. ZIP CODE <b>20892</b>
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) <b>04/28/2024</b>		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.			
<b>11. SCHEDULE (Include applicable Federal, State and local taxes)</b>					
ITEM NUMBER (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
001	Prism Pre-clinical Imaging System - service agreement, S/N MDL-001 POP: 7/01/24 - 6/30/25  Notice of Intent: If submitting a capability statement, please e-mail only 1 copy of the technical capability statement to: Viviane Rivera @ <a href="mailto:viviane.rivera@nih.gov">viviane.rivera@nih.gov</a>  See attached statement of work.  This will be awarded as a Firm-Fixed Price Contract	1	ea	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
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

**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 government owned MediLumine Prism In Vivo Imaging System, S/N MDL-001. The imager is used to visualize the location and size of tumors in live animals by detecting bioluminescence emitted from luciferase-expressing tumor cells. The system also is used to track fluorescent reagents such as fluorescent-labeled antibody. 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

N/A

#### 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 within provide a one (1) hour initial response with a one (1) to three (3) business day 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. All labor and travel will be included.

#### 3.3 REPLACEMENT PARTS

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

## STATEMENT OF WORK

The Contractor shall provide proprietary 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. Defective software shall be replaced at no additional cost to the government.

The Contractor shall provide unlimited technical telephone support (1-844-360-1574; 9am-5pm EST, M-F, excluding Federal holidays) for trouble-shooting for the instrument. Contractor shall also have the ability to provide remote support via Zoom, Teams, etc.

The Contractor shall have the ability to program the k gain of camera in the acquisition software

### 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 7/1/2024 – 6/30/2025.

### 3.7 PERSONNEL QUALIFICATIONS

Technically qualified factory-trained personnel shall perform service to MediLumine Prism In Vivo Imaging System located in bldg. 10, room 1B43, 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, MIB  
10 Center Dr  
Bldg 10, Room 1B43  
Bethesda, MD 20892

## 5.0 PAYMENT

## STATEMENT OF WORK

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.

## STATEMENT OF WORK

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.

## STATEMENT OF WORK

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.