

Posting Date: May 21, 2024

Closing Date: May 31, 2024 11:30 a.m.

ET Reference Number: 24-024988

To: NCI Bid Board

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

Subject: NCI Bid Board Posting – Service Agreement for Maintenance of Respiratory Gating for Scanners HGS1915

The National Cancer Institute Division of The mission of The Radiation Oncology Branch (ROB) exists to plan and conduct pre-clinical and clinical research on the biologic and therapeutic effects of radiation administered alone or in combination with other modalities of treatment; to develop novel technology and imaging based approaches for radiation oncology; to investigate the natural history of disease to understand and evaluate means of diagnostic assessment for the purpose of optimizing treatment selections; and to provide radiation therapy as well as general oncology consultations for patients admitted to other NIH Clinical Research Center (CRC) clinical services, in a collaborative approach.

The primary objective of this is to purchase to ensure the continued operations of the Respiratory Gating for Scanners (RGSC). The RGSC is used to monitor patient's breathing while undergoing radiotherapy. The patient's chest wall is monitored during their breathing cycle, triggering the radiotherapy linear accelerator when the patient's anatomy aligns with a pre-set location. This allows for the more precise application of radiation to tumor sites, increasing the probability of controlling the tumor as well as minimizing any damage to surrounding healthy tissues.

The National Cancer Institute plans to purchase a Maintenance Agreement from Varian Medical Systems, Inc. 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 May 31, 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:

Varian Medical Systems is the sole provider of OEM parts for the RGSC. They are the only source with personnel specifically trained in the maintenance and repair of the RGSC.

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.

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 1
1. REQUEST NUMBER 24-024988	2. DATE ISSUED 05/21/2024	3. REQUISITION/PURCHASE REQUEST NUMBER 24-024988	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING	
5a. ISSUED BY			6. DELIVER BY (Date) 06/02/2024		
5b. FOR INFORMATION CALL (NO COLLECT CALLS)			7. DELIVERY		
NAME Viviane Rivera		TELEPHONE NUMBER		<input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER <i>(See Schedule)</i>	
		AREA CODE 240	NUMBER 760-7165	9. DESTINATION	
8. TO:			a. NAME OF CONSIGNEE Peter GUION 301.496.5457		
a. NAME	b. COMPANY		b. STREET ADDRESS 9000 Rockville Pike Bldg 10 RM B2-3661		
c. STREET ADDRESS			c. CITY Bethesda		
d. CITY	e. STATE	f. ZIP CODE		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) 05/31/2024		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	RGSC - HGS1915 - Essentials - Service Contract. RPM GATING FOR SCANNERS. HGS1915 Visual Coaching Device: HCD025U Base: June 2, 2024 – June 1, 2025 Option Year 1: June 2, 2025 – June 1, 2026 Option Year 2: June 2, 2026 – June 1, 2027 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 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 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. STREET ADDRESS					
c. COUNTY			a. NAME (Type or print)		b. TELEPHONE
d. CITY					AREA CODE
e. STATE		f. ZIP CODE	c. TITLE (Type or print)		NUMBER

STATEMENT OF WORK (SOW)

1.0 TITLE

Maintenance Services for Government-Owned Varian Respiratory Gating for Scanners (RGSC) System

2.0 BACKGROUND

The Radiation Oncology Branch (ROB) clinic uses a Respiratory Gating for Scanners (RGSC) system manufactured by Varian Medical Systems as part of external beam radiotherapy treatment. In brief, the system uses a camera and a target block placed on the patient's chest to synchronize image acquisition from a CT scanner in cases where the target site moves with the patient's respiratory cycle (lungs, breast, some upper abdominal organs, etc.) The information collected is incorporated into the treatment plan to control the external beam treatment delivery based on the patient's respiratory cycle in a technique known as respiratory gated treatment delivery.

In October 2017, the ROB acquired the RGSC system (S/N HGS1921) from Varian Medical Systems (PO# HHSN261201700387P) with a one-year warranty that expired 10/22/2018. A maintenance agreement (PO# 5N91019P00068) was put in place on Jan 23, 2019. This was for a standard 5 year (base + 4 option years) that ended on Jan 22, 2024. A 6-month bridge (PO# 75N91024P00188) was put in place with the intent of having the RGSC be combined with the larger Truebeam MSA (PO# 75N91022P00539). The Truebeam MSA is set to expire June 1st. It was decided later to keep the RGSC separate from the Truebeam MSA. Therefore, a new MSA for the RGSC is required.

This equipment is critical for patient care. Any downtime must be minimized to prevent any adverse patient results. Therefore, it is critical that the RGSC be covered with a comprehensive maintenance agreement following the expiration of the current RGSC maintenance contract.

2.1 OBJECTIVE

The primary objective of this requirement is to provide comprehensive preventive and emergency maintenance service for the government-owned Respiratory Gating for Scanners (RGSC) system from Varian Medical Systems. The equipment must be calibrated accurately and maintained according to the manufacturer's specifications, because any deviation from the design specifications could result in patient harm and compromise the integrity of data for ongoing research studies. Service outage due to equipment failure must be remedied promptly with emergency service to avoid harmful delays to patient treatment schedules.

3.0 SCOPE

The Contractor shall provide all labor, material, and equipment necessary to maintain and provide preventive and emergency maintenance for a Government-owned Varian Medical Systems Respiratory Gating for Scanners (RGSC) system and all associated subsystems and software support. All equipment maintenance shall be performed on-site in accordance with the Original Equipment Manufacturer's (OEM) most current standard commercial maintenance practices. Software and applications service may be performed remotely as applicable. All travel, labor and related charges shall be included. Software updates and support services (technical services, clinical applications support, remote diagnostics) shall be provided remotely as indicated below.

STATEMENT OF WORK (SOW)

4.0 CONTRACT REQUIREMENTS/ AND PERSONNEL QUALIFICATIONS

The Contractor shall perform the following tasks:

4.1 PREVENTIVE MAINTENANCE

The Contractor shall perform one (1) planned preventive maintenance inspection (PMI) for each contract year of the three contract years (Base Year followed by two (2) Option Years). Technically qualified factory-trained personnel shall perform inspections/services. PMI service shall consist of a thorough cleaning, calibration, adjusting, inspection, and testing of all equipment in accordance with the manufacturer's most current standard commercial service procedures. All equipment shall be operationally tested through at least one (1) complete operating cycle at the end of each preventive maintenance inspection to assure optimum and efficient performance.

4.2 EMERGENCY SERVICE

On-site, emergency repair service visits shall be provided during each 12-month period of performance at no additional cost to the Government. On-site emergency service shall be provided during standard business hours (defined as 8:00 am – 5:00 pm, Monday through Friday, excluding Federal Holidays found at http://www.opm.gov/operating_status_schedules) and extended hours (5:00 pm – 9:00 pm, Monday through Friday) for any issue which cannot be resolved remotely. Upon receipt of notice that any part of the equipment is not functioning properly, the Contractor shall provide, within twelve (12) business hours, a qualified factory-trained on-site 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 shall be included. The Contractor shall provide an electronic service report within 5 working days detailing work completed and any recommendations for additional work.

4.3 REPLACEMENT PARTS

The Contractor shall furnish all required replacement parts at no additional cost to the Government, except for consumables. Parts shall be genuine Varian Medical Systems OEM parts which meet original equipment specifications. Parts shall be delivered within 24 hours.

4.4 SOFTWARE UPDATES/SERVICE

The Contractor shall provide software service and all firmware upgrade/maintenance releases, in accordance with the OEM's latest established service procedures, 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. Upgrades shall be applied remotely if possible. Defective software shall be replaced/re-installed at no additional cost to the government.

STATEMENT OF WORK (SOW)

4.5 SUPPORT

The Contractor shall have the capability to provide remote support through the Varian SmartConnect application.

During standard business hours (as defined in section 4.2), the Contractor shall provide telephone, email, and web access to technical support for troubleshooting of the system and software, at no additional cost to the Government.

During standard business hours (as defined in section 4.2), the Contractor shall provide telephone, email, and web access to clinical product application support at no additional cost to the Government.

4.6 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 purchase order.

5.0 TYPE OF ORDER

This is a firm fixed price purchase order.

6.0 PERIOD OF PERFORMANCE

The period of performance shall be for an approximately 5-month period as follows:

Base/Bridge:	June 2, 2024 – June 1, 2025
Option Year 1:	June 2, 2025 – June 1, 2026
Option Year 2:	June 2, 2026 – June 1, 2027

7.0 PLACE OF PERFORMANCE

Onsite service shall be performed at the following location:

NIH, NCI, Radiation Oncology Branch
10 Center Dr
Bld 10CRC/Rm B2-3661
Bethesda, MD 20892

8.0 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:

STATEMENT OF WORK (SOW)

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.

STATEMENT OF WORK (SOW)

- 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 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)

STATEMENT OF WORK (SOW)

- 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.