

Posting Date: April 19, 2024

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

Reference Number: 24-026549

To: NCI Bid Board

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

Subject: NCI Bid Board Posting – Maintenance Agreement

Surgical Oncology Program - Our clinical trials focus on gastrointestinal cancers (stomach, small bowel, colon/rectum, liver, pancreas and bile duct) as well as endocrine cancers (thyroid, parathyroid, adrenal, gastrointestinal tract and pancreas) and a myriad of endocrine tumor syndromes. Expertise in both diagnosis and treatment is necessary to provide patients with the best possible outcomes. Patients require experts in the fields of surgical oncology, gastroenterology, endocrinology, medical oncology, radiation therapy, interventional radiology and more. Members of our surgical team have partnered together, providing patient care for over ten years. It is our seamless and integrated approach to cancer treatment as well as cutting edge clinical protocols and research that is the greatest benefit to our patients.

The primary objective of the Maintenance Agreement is to maintain and provide preventive maintenance for the NanoZoomer S60 slide scanner, s/n 000329. This equipment scans pathology slides to capture digital images of the slides.

The National Cancer Institute plans to purchase a Maintenance Agreement for the NanoZoomer S60 slide scanner, s/n 000329 from Hamamatsu Corp 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 April 30, 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:

Maintaining functional capabilities of this equipment is critical for the mission of these programs. In addition, Hamamatsu Corp is the sole source supplier for all NanoZoomer service maintenance and warranty service in the United States. Furthermore, unauthorized attempts by other than Hamamatsu (or their designated subcontractors) to repair, maintain, or modify the equipment are excluded from warranty service coverage and would have to be repaired at the Government's expense.

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 1
1. REQUEST NUMBER	2. DATE ISSUED 04/19/2024	3. REQUISITION/PURCHASE REQUEST NUMBER 24-026549	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) 05/24/2024		
5b. FOR INFORMATION CALL (NO COLLECT CALLS)			7. DELIVERY		
NAME Teferi Gebremariam, Purchasing Agent		TELEPHONE NUMBER		<input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)	
		AREA CODE 240	NUMBER 760-6546	9. DESTINATION	
8. TO:			a. NAME OF CONSIGNEE Emily SMITH 240-858-3496		
a. NAME		b. COMPANY HAMAMATSU		b. STREET ADDRESS 9000 Rockville Pike Bldg 10 RM 3-5840	
c. STREET ADDRESS 360 Foothill Road, PO Box 6910			c. CITY Bethesda		
d. CITY Bridgewater		e. STATE NJ	f. ZIP CODE 08807-0910	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) 04/30/2024		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	<p>S60-ExtWar-Gold - 2PMs per year and full coverage (all parts and labor included) and Gold status scheduling and up to 2 CMs per year.</p> <p>Product Number WSICO-4322-000</p> <p>RoHS No</p> <p>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</p> <p>See attached statement of work.</p> <p>This will be awarded as a Firm-Fixed Price Contract</p>	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

1.0 SCOPE

The Contractor shall provide all labor, material and equipment necessary to maintain and provide preventive maintenance for the NanoZoomer S60 slide scanner, s/n 000329. This equipment scans pathology slides to capture digital images of the slides. This scanner supports acquisition of both brightfield and fluorescent images. 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 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 SERVICE

Two on-site corrective maintenance repair services shall be provided during the term of this contract at no additional cost to the government. The Contractor will respond to requests for service after being contacted by an authorized customer representative and make repairs as soon as reasonably practicable thereafter, provided that such a request is received during normal business hours (9:00AM EST to 5:00PM EST, Monday through Friday), excluding holidays; if the request is received at a time other than during normal business hours, the Contractor will respond at the commencement of the next normal business day.

All labor and travel will be included.

3.3 REPLACEMENT PARTS

The Contractor will repair or replace parts or equipment requiring service during the preventative and/or corrective maintenance services above. Service may include the replacement of parts deemed necessary by the Contractor. For repairs covered under warranty, all parts shall be new parts or parts of equal quality (any old parts shall become the property of the Contractor upon replacement).

3.4 SOFTWARE UPDATES/SERVICE

STATEMENT OF WORK

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 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 following services are not included for products covered under warranty or service contract:

- (a) services which, in Hamamatsu's opinion, are required due to improper treatment or use of the equipment; or
- (b) unauthorized attempts by other than Hamamatsu (or their designated subcontractors) to repair, maintain, or modify the equipment; or
- (c) causes external to Hamamatsu maintained equipment, including use other than the ordinary and normal business use of the equipment under conditions specified by Hamamatsu.

3.6 PERIOD OF PERFORMANCE

The period of performance shall be for twelve (12) months from 24 MAY 2024 to 23 MAY 2025.

3.7 PERSONNEL QUALIFICATIONS

Technically qualified factory-trained personnel shall perform service to the NanoZoomer S60 located in Building 10 Room 3W-5825 as covered by this contract. The Contractor may, at its option, designate employees, or subcontractors that it determines, in its sole discretion, to be capable of providing contracted services.

4.0 PLACE OF PERFORMANCE

Onsite services shall be performed at the following location:

NIH, NCI,
10 Center Dr
Building 10, Room 3W-5825
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:

STATEMENT OF WORK

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.

- 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.

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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)

- 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

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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.