

Posting Date: May 13, 2024
Closing Date: May 23, 2024, 11:30 a.m. ET
Reference Number: 24-030991
To: NCI Bid Board
From: Tanika Graves
NCI/OA Procurement Branch
Contract Specialist
gravesta@nih.gov

Subject: NCI Bid Board Posting – preventative maintenance and service of a Beckman Cytoflex S FACS analyzer

The Laboratory of Cellular and Molecular Biology (LCMB) has a long and distinguished history in studying signal transduction mechanisms that control normal cell growth and, when altered, lead to malignant transformation. Through the 1980s and 1990s, many critical signaling molecules, including growth factors, growth factor receptors, and intracellular transduction molecules, were first identified and characterized in the LCMB. The mission of LCMB remains focused on performing cutting-edge, world-class research in this field of biology, and important discoveries continue. LCMB Investigators focus on defining signaling components and pathways and understanding their regulation. The relationship of signaling to cellular growth and death, transcriptional regulation, mitosis, cellular differentiation and organogenesis, cell adhesion, motility, and chemotaxis are more complex topics under investigation. Alterations in signaling leading to oncogenesis, unregulated growth, and metastasis are also studied. In all cases, the goal LCMB hopes to achieve is outstanding, innovative, and high-impact science.

The National Cancer Institute plans to purchase the preventative maintenance and service of a Beckman Cytoflex S FACS analyzer from Beckman Coulter Inc., Indianapolis, IN. This is not a request for a 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 23, 2024, ET. A determination by the Government not to compete with this requirement based upon responses to this notice is solely within its discretion. Information received will be considered exclusively to determine whether to conduct a competitive procurement.

Sole Source Justification:

Beckman Coulter is the manufacturer of the instrument and the parts needed for repair. The machine also uses Beckman Coulter proprietary software and parts which only Beckman Coulter can supply to be able to repair the instruments in a timely manner.

Attached Documents:

SF18

Statement of Work

FAR Clause 52.213-4 Simplified Acquisitions Terms and Conditions (JULY 2021) 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 OF 1 |
|---|--|-------------------------|

| | | | | |
|-----------------------------|-----------------------------|-------------------------------------|--|--------|
| 1. REQUEST NO. 24-030991 | 2. DATE ISSUED 5/13/2024 | 3. REQUISITION/PURCHASE REQUEST NO. | 4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1 | RATING |
|-----------------------------|-----------------------------|-------------------------------------|--|--------|

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| 5a. ISSUED BY NCI/CCR Office of Acquisition, Procurement Branch | 6. DELIVER BY (Date) |
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| 5b. FOR INFORMATION CALL (NO COLLECT CALLS) | | 7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule) |
|---|--|--|

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| NAME Tanika Graves, Contract Specialist | TELEPHONE NUMBER AREA CODE NUMBER 301 480-0602 | 9. DESTINATION a. NAME OF CONSIGNEE NIH, NCI |
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|-------------------|-----------------------------------|-------------------|
| 8. TO: a. NAME | b. COMPANY Beckman Coulter Inc | b. STREET ADDRESS |
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|-------------------|---------------------|
| c. STREET ADDRESS | c. CITY Bethesda |
|-------------------|---------------------|

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|----------|-----------|--------------|-----------------|----------------------|
| d.. CITY | e.. STATE | f.. ZIP CODE | 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) 5/23/2024 11:30 EST | IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please 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 services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter. |
|--|---|

11. SCHEDULE (Include applicable Federal, State and local taxes)

| ITEM NO. (a) | SUPPLIES/SERVICES (b) | QUANTITIES (c) | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) |
|-----------------|---|-------------------|-------------|-------------------|---------------|
| | 1-Year Service contract for a Beckman Cytoflex S FACS analysis machine Notice of Intent: If submitting a capability statement, please e-mail only 1 copy of the technical capability statement to Tanika.Graeves@nih.gov See attached statement of work This will be awarded as a Firm-Fixed Price Contract. | | | | |

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|---------------------------------|-------------------------|-------------------------|-------------------------|--|
| 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 a. NAME OF QUOTER | 14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION | 15. DATE OF QUOTATION |
|---|--|-----------------------|

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|-------------------|------------|--|
| b. STREET ADDRESS | 16. SIGNER | |
|-------------------|------------|--|

| | | |
|-----------|-------------------------|---------------------------|
| c. COUNTY | a. NAME (Type or print) | b. TELEPHONE AREA CODE |
|-----------|-------------------------|---------------------------|

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|---------|----------|-------------|--------------------------|--------|
| d. CITY | e. STATE | f. ZIP CODE | c. TITLE (Type or print) | NUMBER |
|---------|----------|-------------|--------------------------|--------|

**Statement of Work:
Beckman Coulter Cytoflex S FACS analysis machine,
SN BD13108**

1. SCOPE: Contractor to provide labor, travel and expenses and parts (excluding consumables) for preventive maintenance of government owned Beckman Coulter Cytoflex S FACS analysis machine, SN# BD13108 for 1 year 6/2/2024 to 6/1/2025. All maintenance services shall be performed in accordance with the manufacturer's standard commercial maintenance practices.
2. PREVENTIVE MAINTENANCE: Contractor shall perform one preventive maintenance inspections during the contract period. Service shall be performed by technically qualified factory trained personnel. Service shall consist of a thorough cleaning, calibration, adjusting, inspection, lubrication, and testing of all equipment in accordance with the manufacturers latest established service procedures. All equipment shall be operationally tested through at least one complete operating cycle at the end of the preventive maintenance inspection to assure optimum and efficient performance.
3. EMERGENCY SERVICE: Emergency repair services shall be provided on an unlimited basis 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 or as specified in the contract. Upon receipt of notice that part of the equipment is not functioning properly the contractor shall within forty-eight (48) hours furnish a 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. Remote instrument diagnostics will be available over the phone or online. Emergency service calls shall NOT replace the necessity for scheduled PMIs.
4. REPLACEMENT PARTS: The contractor shall provide all required replacement at no additional cost to the government with the exception of consumable parts such as batteries. Parts shall be new or re-manufactured to original equipment specifications.
5. SOFTWARE UPDATES/SERVICE: The contractor shall provide software and computer service 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.

6. SERVICE EXCLUSIONS: The contractor shall not be responsible for any repairs necessitated by abuse, neglect, vandalism, fire or water. These repairs shall be the subject of a separate purchase order.
7. PERIOD OF PERFORMANCE: June 2, 2024 to June 1, 2025.
8. PERSONNEL QUALIFICATIONS: Personnel shall have a minimum of one (1) year factory training and experience in the servicing of the equipment covered this contract. All primary service personnel shall have at least one backup support having at least the same level of expertise on the equipment covered by this contract.
9. PLACE OF SERVICE: Service shall be performed at the following location:

NIH/NCI/LCMB
Bldg. 37 room 2056
Bethesda, MD 20892
Paul Kriebel 240-760-7474
10. PAYMENT: Payment shall be made quarterly.

TERMS AND CONDITIONS-SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JUL 2021), FAR 52.213-4

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(ii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(iii) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(iv) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).

(v) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

(vi) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).

(vii) [52.225-13](#), Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(viii) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C.3553](#)).

(ix) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub.L.108-77, 108-78 ([19 U.S.C. 3805 note](#))).

(2) Listed below are additional clauses that apply:

(i) [52.232-1](#), Payments (APR 1984).

(ii) [52.232-8](#), Discounts for Prompt Payment (FEB 2002).

- (iii) [52.232-11](#), Extras (APR 1984).
- (iv) [52.232-25](#), Prompt Payment (JAN 2017).
- (v) [52.232-39](#), Unenforceability of Unauthorized Obligations (JUN 2013).
- (vi) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (DEC 2013).
- (vii) [52.233-1](#), Disputes (MAY 2014).
- (viii) [52.244-6](#), Subcontracts for Commercial Items (JUL 2021).
- (ix) [52.253-1](#), Computer Generated Forms (JAN 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020)(Pub. L. 109-282) ([31 U.S.C. 6101 note](#)) (Applies to contracts valued at or above the threshold specified in FAR [4.1403](#)(a) on the date of award of this contract).

(ii) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (JAN 2020) (E.O. 13126) (Applies to contracts for supplies exceeding the micro-purchase threshold, as defined in FAR [2.101](#) on the date of award of this contract).

(iii) [52.222-20](#), Contracts for Materials, Supplies, Articles, and Equipment., Contracts for Materials, Supplies, Articles, and Equipment (JUN 2020) ([41 U.S.C. chapter 65](#)) (Applies to supply contracts over the threshold specified in FAR 22.602 on the date of award of this contract, in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iv) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)) (Applies to contracts valued at or above the threshold specified in FAR [22.1303](#)(a) on the date of award of this contract).

(v) [52.222-36](#), Equal Employment for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)) (Applies to contracts over the threshold specified in FAR [22.1408](#)(a) on the date of award of this contract, unless the work is to be

performed outside the United States by employees recruited outside the United States). (For purposes of this clause, "United States" includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(vi) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)) (Applies to contracts valued at or above the threshold specified in FAR [22.1303](#)(a) on the date of award of this contract).

(vii) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)) (Applies to service contracts over \$2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf).

(viii) (A) [52.222-50](#), Combating Trafficking in Persons (OCT 2020)([22 U.S.C. chapter 78](#) and E.O. 13627) (Applies to all solicitations and contracts).

(B) Alternate I (MAR 2015) (Applies if the Contracting Officer has filled in the following information with regard to applicable directives or notices: Document title(s), source for obtaining document(s), and contract performance location outside the United States to which the document applies).

(ix) [52.222-55](#), Minimum Wages Under Executive Order 13658 (NOV 2020) (Applies when [52.222-6](#) or [52.222-41](#) are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia)).

(x) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706) (Applies when [52.222-6](#) or [52.222-41](#) are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia.))

(xi) [52.223-5](#), Pollution Prevention and Right-to-Know Information (MAY 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

(xii) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693)(applies to contracts for products as prescribed at FAR [23.804](#)(a)(1)).

(xiii) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693) (Applies to maintenance, service, repair, or disposal of refrigeration equipment and air conditioners).

(xiv) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (MAY 2020) ([42 U.S.C. 8259b](#)) (Unless exempt pursuant to [23.204](#), applies to contracts when energy-consuming products listed in the ENERGY STAR® Program or Federal Energy Management Program (FEMP)) will be-

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance).

(xv) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons as a propellant or as a solvent; or contracts for maintenance or repair of electronic or mechanical devices).

(xvi) [52.223-21](#), Foams (JUN 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons as a foam blowing agent; or contracts for construction of buildings or facilities).

(xvii) [52.225-1](#), Buy American-Supplies (JAN 2021) ([41 U.S.C. chapter 67](#)) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold, as defined in FAR [2.101](#) on the date of award of this contract, and the acquisition-

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see [19.502-2](#)), and does not exceed \$25,000).

(xviii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations., Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) ([42 U.S.C. 1792](#)) (Applies to contracts greater than the threshold specified in FAR [26.404](#) on the date of award of this contract, that provide for the provision, the service, or the sale of food in the United States).

(xix) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT 2013)(Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) as its source of EFT information).

(xx) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (JUL 2013) (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information).

(xxi) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) ([46 U.S.C. App. 1241](#)) (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at [47.504\(d\)](#)).

(2) Listed below are additional clauses that may apply:

(i) [52.204-21](#), Basic Safeguarding of Covered Contractor Information Systems (JUN 2016) (Applies to contracts when the contractor or a subcontractor at any tier may have Federal contract information residing in or transiting through its information system.

(ii) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUN 2020) (Applies to contracts over the threshold specified in FAR [9.405-2](#)(b) on the date of award of this contract).

(iii) [52.211-17](#), Delivery of Excess Quantities (*Sept* 1989) (Applies to fixed-price supplies).

(iv) [52.247-29](#), F.o.b. Origin (FEB 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) [52.247-34](#), F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) *FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998)*. This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[Insert one or more Internet addresses]

(d) *Inspection/Acceptance*. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post acceptance rights-

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the

notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)