

Posting Date: October 1, 2024

Closing Date: October 10, 2024 11:30 a.m. ET

Reference Number: 25-000373

To: NCI Bid Board

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

Subject: NCI Bid Board Posting – Service Agreement for the Digital PCR Plate Sealer and a PCR system

The Laboratory of Pathology (LP) at the National Cancer Institute (NCI) is an integral component of the research and clinical community at the National Institutes of Health (NIH). The goal is to be a globally recognized center of excellence in disease research, clinical diagnostics, and pathology education. The mission of the Laboratory of Pathology is to achieve the highest level of quality in research, diagnostics, and education.

The primary objective is to purchase a service contract for the Digital PCR Plate Sealer and a PCR system. The acquisition includes an annual service agreement that provides comprehensive on-site repair services for the instruments. The service agreement covers unlimited on-site repair visits, including the cost of parts, labor, and travel expenses, throughout the coverage period.

The National Cancer Institute Plans to purchase a service contract for the Digital PCR Plate Sealer and a PCR system from Bio-Rad Laboratories Inc, Hercules, CA. 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 October 10, 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:

Market research indicates that the Digital PCR Plate Sealer and a PCR system is a proprietary clinical instrument exclusively manufactured by Bio-Rad Laboratories, Inc. With no alternative manufacturers offering similar products, Bio-Rad holds a unique position in the market. Their specialized team, trained and qualified to conduct repairs and provide maintenance for this instrument, possesses the necessary technical knowledge and expertise. Given the instrument's critical role in delivering accurate results in clinical settings, a sole-source maintenance agreement with Bio-Rad Laboratories, Inc for the Digital PCR Plate Sealer and a PCR system. Any other vendors rendering services that are not compatible will void all warranties.

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 (THIS IS NOT AN ORDER)</b>	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. <b>POTS 25-000373</b>	2. DATE ISSUED <b>10/01/24</b>	3. REQUISITION/PURCHASE REQUEST NO. <b>25-000373</b>	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) <b>11/15/2024</b>
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5b. FOR INFORMATION CALL (NO COLLECT CALLS)		7. DELIVERY
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NAME <b>Viviane Rivera</b>	TELEPHONE NUMBER	<input type="checkbox"/> FOB DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule)	9. DESTINATION
	AREA CODE <b>240</b>	NUMBER <b>760-7125</b>	a. NAME OF CONSIGNEE <b>Liqiang XI 301-480-8933</b>

8. TO:		b. STREET ADDRESS <b>10 Center Dr, Rm 3S245</b>
a. NAME	b. COMPANY <b>Bio-Rad Laboratories, Inc</b>	c. CITY <b>Bethesda</b>

c. STREET ADDRESS <b>2000 Alfred Nobel Drive</b>		d. STATE <b>MD</b>
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d. CITY <b>Hercules</b>	e. STATE <b>CA</b>	f. ZIP CODE <b>94547</b>	d. STATE <b>MD</b>	e. ZIP CODE <b>20892</b>
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10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) <b>10/10/24</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.
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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)
	Item # 11000079 - MONTHLY - Digital PCR System W/Auto DG	12	EA		0.00
	Item # 1851196WMMT - SCA,C1000 touch 96-wellMNTH	12	EA		0.00
	Item # 1814000WMMT - MONTHLY - PCR Plate Sealer	12	EA		0.00
<p>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.</p> <p>See attached statement of work.</p> <p>This will be a Firm-Fixed Price Contract.</p>					

12. DISCOUNT FOR PROMPT PAYMENT	a. 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 to maintain a government-owned Digital PCR instruments. 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**

### **4.0 PREVENTIVE MAINTENANCE**

The Contractor shall perform 1 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.

### **5.0 EMERGENCY SERVICE**

On-site, 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 thru Friday excluding Federal Holidays. Upon receipt of notice that any part of the equipment is not functioning properly the Contractor shall within twenty-four (24) hours furnish a qualified factorytrained 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 scheduled PMIs.

### **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**

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

## STATEMENT OF WORK

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 clinical technical telephone support (24hrs/day, 7 days/week) for trouble-shooting for the instrument and clinical application support (M-F 8am-9pm), excluding Federal holidays.

### 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 for twelve (12) months from 11/15/2024 to 11/14/2025.

### 3.7 PERSONNEL QUALIFICATIONS

Technically qualified factory-trained personnel shall have a minimum of three (3) years factory training and experience in the servicing of Genetic Analyzers 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.

## 6.0 PLACE OF PERFORMANCE

Onsite services shall be performed at the following location:

Liqiang Xi  
NIH, NCI  
Bldg 10, Rm 3s247  
Laboratory of Pathology  
Bethesda, MD 20892

## 7.0 PAYMENT

Payment shall be made shall be made monthly. 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

## STATEMENT OF WORK

- 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.
- C. Mail an original and 1 copy of the itemized invoice to:

National Institutes of Health  
Office of Financial Management, Commercial Accounts

## STATEMENT OF WORK

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 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.

## STATEMENT OF WORK

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.