

Posting Date: December 19, 2024

Closing Date: December 28, 2024 11:30 a.m. ET

Reference Number: 25-007007

To: NCI Bid Board

From: Christine Buntz
NCI CCR P-ARC
christine.buntz@nih.gov

Subject: NCI Bid Board Posting for Service Contract for MACSQuant Instrument for the IGH-IGK Clonality Assay Mega Kits for The Developmental Therapeutics Branch.

The National Cancer Institute Division of The Developmental Therapeutics Branch advances novel therapeutic strategies and conducts clinical trials based on cancer-specific genomic, epigenetic and metabolic alterations, drug design, molecular mechanisms of drug action to achieve precision medicine. The branch integrates both basic and translational science programs. The basic program focuses on cancer-specific genomic and epigenomic alterations, oxidative signaling, molecular pharmacology and drug resistance. The translational clinical program focuses on novel therapeutic agents across a spectrum of diseases and disease mechanisms. Novel therapeutic modalities are selected based on pharmacodynamic and genomic biomarkers and mechanistic hypotheses to assess clinical activity and molecular determinants of response at the early phase of drug development.

The primary objective of this is to purchase a service contract to maintain and provide preventative maintenance for the MACSQuant Instrument. For almost every clinical trial that the lab is studying the MACSQuant multiparameter flow cytometer is utilized. It is critical that the lab have the well-maintained, MACSQuant instrument for consistency in analyses.

The National Cancer institute plans to purchase a service contract MACSQuant Instrument from Miltenyi Biotec, Inc, Gaithersburg, MD 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 December 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. No vendor contact can supply these specific kits.

Sole Source Justification:

Miltenyi Biotec Inc is the sole manufacturer of the MACSQuant Instrument and service provider. Miltenyi Biotec's technicians are trained and certified for all Miltenyi Biotec manufactured equipment and is the only vendor that can perform repairs, provide replacement parts, and maintenance to all their instruments. Market research was conducted, and vendors were contacted however due to the specifications within the SOW and the specifications regarding this instrument no other vendor was able to meet the requirement.

Attached Documents:

SF18

Statement of Need

FAR Clause 52.213-4 Simplified Acquisitions Terms and Conditions (JAN 2014) 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 1	PAGES 1
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1. REQUEST NUMBER	2. DATE ISSUED 12/19/2024	3. REQUISITION/PURCHASE REQUEST NUMBER 25-007007	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
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5a. ISSUED BY NIH/NCI-CCR P-ARC	6. DELIVER BY (Date) 02/11/2024
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5b. FOR INFORMATION CALL (NO COLLECT CALLS)		7. DELIVERY
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NAME Christine Buntz, Purchasing Agent	TELEPHONE NUMBER		<input type="checkbox"/> FOB DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule)
	AREA CODE 240	NUMBER 760-6456	

8. TO:		9. DESTINATION
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a. NAME	b. COMPANY Miltenyi Biotec Inc	a. NAME OF CONSIGNEE Keli AGAMA 240-760-7309
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c. STREET ADDRESS 2303 Lindbergh ST	b. STREET ADDRESS 9000 Rockville Pike Bldg 37 RM 5066
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d. CITY Auburn	e. STATE CA	f. ZIP CODE 95602-9562	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) 12/28/2024	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.
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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	MACSQuant 16 Essential Service Instrument Serial Number: 40464 Material #: 160-002-379 POP: 02/11/2025 to 02/10/2025 Notice of Intent: If submitting a capability statement, please e-mail only 1 copy of the technical capability statement to: Christine Buntz @ christine.buntz@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 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 MACSQuant instrument-SN40464. For almost every clinical trial that we are studying we utilize the MACSQuant multiparameter flow cytometer. It is an absolute requirement that we have the well-maintained, stable and reliable MACSQuant Analyzer for consistency in our analyses. 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 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. Emergency service calls shall not replace the necessity for planned preventative maintenance. All labor and travel will be included.

3.3 REPLACEMENT PARTS

Miltenyi Biotec, Inc. 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

Miltenyi Biotec, Inc. 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

STATEMENT OF WORK

installation of all software updates and revisions from the Government. Defective software shall be replaced at no additional cost to the government.

Miltenyi Biotec, Inc. shall provide unlimited technical telephone support (24hrs/day, 7 days/week) for trouble-shooting for the instrument and interactive electronic mail support for the purpose of resolving technical support incidents.

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 period of performance shall be from 02/11/2025 - 02/10/2026

3.7 PERSONNEL QUALIFICATIONS

Technically qualified factory-trained personnel shall perform service to MACSQuant instrument-SN40464 located in bldg. 10, room 12C214, 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,
10 Center Drive
Bldg 10, Room 12C214
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:

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:

STATEMENT OF WORK

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

National Institutes of Health

STATEMENT OF WORK

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 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.