Posting Date: July 3, 2025

Closing Date: July 12, 2025 11:30 a.m. ET

Reference Number: 25-028417

To: NCI Bid Board

From: Viviane Rvera NCI CCR P-ARC

viviane.rivera@nih.gov

Subject: NCI Bid Board Posting – Preventative Maintenance Services for One (1) Cytoflex LX UV 355

At the National Cancer Institute (NCI), the Lymphoid Malignancies Branch (formerly the Metabolism Branch) has been an exemplar of translational research. Its investigators combine basic research, preclinical investigation, and drug development with innovative, therapeutic clinical trials that have as their scientific basis fundamental research performed in the Branch. Primary interests of the Branch concern the identification of abnormalities to the regulation of the immune response and the definition of molecular disorders that underlie lymphoid malignancies. The fundamental laboratory-based studies concern molecular biology of human lymphoid malignancies (Louis Staudt); the Staudt Laboratory uses genomic approaches to establish a molecular diagnosis of lymphoid malignancies and to discover new targets for therapy of these diseases.

The primary objective is to maintain and provide preventive maintenance for one (for One (1) Cytoflex LX UV 355. The Cytoflex LX UV 355 facilitates Lymphoid Malignancies Branch (LYMB) research to understand the mechanism of B cell lymphoma metastasis with the aim of developing novel efficacious treatment to prevent lymphoma metastasis

The National Cancer Institute plans to purchase reventive maintenance for one (for One (1) Cytoflex LX UV 355 from Beckman Coulter Inc. Life Sciences 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 June 12, 2025, 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:

Beckman Coulter, Inc. is the manufacturer and distributor of the Cytoflex LX Instrument system. This instrument system requires regular maintenance for proper continuous function. The manufacturer does not license third party technicians, and spare or replacement parts for this instrument can only be obtained from the original manufacturer. Thus, no other company or 3rd party provider has trained personnel to work with this complex system or access to any potential required parts that might need replacing over time. Only the manufacturer can provide the maintenance and parts required because Beckman Coulter does not license third party technicians. No other vendors currently provide this service for the Cytoflex LX Flow Cytometer. This makes Beckman Coulter, the only known source for this requirement. Therefore, Beckman Coulter Inc. is the only provider that can meet the Government's needs at this time.

**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

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#### 1.0 TITLE

Preventive Maintenance Services for One (1) Cytoflex LX Instrument (UV 355)

## 2.0 BACKGROUND

The Lymphoid Malignancies Branch, Center for Cancer Research (CCR), National Cancer Institute (NCI), National Institutes of Health (NIH), focuses on to elucidate the mechanisms by which lymphomas develop and identify therapeutic vulnerabilities in lymphoid malignancies using *in vivo* and *in vitro* models and whole genome CRISPR screens of lymphoma cell lines. The branch employs a Cytoflex LX Instrument (UV 355) instrument; a highly used shared research equipment at the branch and essential to investigate the pathogenesis of lymphoid malignancies and identify therapeutic vulnerabilities in B-cell lymphoma. It is used to perform high dimensional flow cytometry of tissue samples from our in vivo and in vitro lymphoma models to better define the pathogenesis of this malignancy. Timely, efficient and proper maintenance service of this cryostat is critical for the research projects conducted at LyMB to ensure highest peak performance of this heavily used equipment.

## 3.0 SCOPE

The Contractor shall provide all labor, material and equipment necessary to maintain and provide preventive maintenance for the following equipment:

 Cytoflex LX Instrument (UV 355), Serial Number BA31003, Instrument ID No. 43302881

All maintenance services shall be performed on-site in accordance with the Original Equipment Manufacturers (OEM) most current standard commercial maintenance practices. Onsite and emergency services shall be provided during standard business hours (defined as 8:00 am – 5:00 pm EST, Monday through Friday, excluding Federal Holidays found at <a href="https://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays">www.opm.gov/policy-data-oversight/pay-leave/federal-holidays</a> and extended hours (5:00 pm – 9:00pm EST, Monday through Friday) for any issues not able to be resolved remotely, or during normal business hours. Software updates/services may be provided remotely as applicable. All travel, labor, materials, and related charges shall be included in the purchase order price.

## 4.0 SPECIAL ORDER REQUIREMENTS

The Contractor shall provide all labor, materials, and equipment required to perform the following tasks:

#### 4.1 PREVENTIVE MAINTENANCE

The Contractor shall perform one (1) planned preventive maintenance visit during the contract period. Technically qualified factory-trained personnel shall perform this

service. The 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.

A report indicating the work performed shall be provided to NCI's Technical Point of Contact (TPOC) within three (3) business days of completion. The report shall be provided in electronic format (Word or PDF file).

### 4.2 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 (see Section 3.0). Upon receipt of notice that any part of the equipment is not functioning properly, the Contractor shall provide an initial response within one (1) hour, and an on-site response within seventy-two (72) hours a qualified 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, travel, and OEM parts shall be included.

Within three (3) days of the completion of any emergency repair services performed, the contractor shall provide a brief emergency service report to the TPOC stating the equipment malfunction that occurred, the repair efforts, and the duration that was required to restore the equipment to operation. The emergency service report shall be provided in electronic format (Word or PDF file).

### 4.3 REPLACEMENT PARTS

The Contractor shall furnish all required replacement parts at no additional cost to the Government, with the exception of consumables. All parts shall meet original equipment manufacturer (OEM) specifications. Upon identification of required parts, they shall be delivered within 24 hours, or the following business day should the request fall on a Friday or preceding a Federal Holiday. If parts will take longer than 24 hours to be delivered for any reason, the Contractor must provide the TPOC with a notification stating the reason and estimated delivery timeframe immediately upon identification of delivery delay.

If parts will take longer than 24 hours to be delivered for any reason, the Contractor must provide the TPOC with a notification stating the reason and estimated delivery timeframe immediately upon identification of delivery delay.

## 4.4 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 troubleshooting 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. Software service shall include all major software versions, upgrades, updates and Mandatory Safety Releases, installing the most recent version of the covered software. Software service shall include all maintenance release/service pack updates. Defective software shall be replaced at no additional cost to the Government.

The Contractor shall provide an electronic report to the TPOC per the within three (3) business days after successful performance of software updates. This report shall also include the reason for the updates, and any effect it may have on equipment operation.

#### 4.5 TECHNICAL SUPPORT

The Contractor shall provide at no additional cost to the Government unlimited remote technical hardware and software application support over phone, via remote access internet portal, and email (Monday – Friday, 9 am – 5 pm, excluding Federal holidays).

## 4.6 SERVICE EXCLUSIONS

The Contractor shall not be responsible for any repairs necessitated by abuse, neglect, vandalism, Acts of God, fire or water. Should damage occur as a result of the aforementioned events, the Government reserves the right to obtain repairs needed as a result of such events via a modification to the purchase order, under a separate purchase order, or any other method deemed appropriate and in accordance with Federal Acquisition Regulations.

## 4.7 PERSONNEL QUALIFICATIONS

Only technically qualified factory-trained personnel shall perform service on the Cytoflex LX Instrument at NIH, as covered by this purchase order. All primary service personnel shall have at least one backup support person with at least the same level of expertise on the equipment covered under this purchase order.

#### 5.0 TYPE OF ORDER

This shall be a firm fixed-price purchase order.

### 6.0 PERIOD OF PERFORMANCE

The Period of Performance (PoP) shall consist of one (1) 12-month base period from 9/24/2025 to 9/23/2026.

### 7.0 PLACE OF PERFORMANCE

Onsite services shall be performed at the following location:

Bldg., 10, Rm. 4N107 10 Center Dr. Bethesda, MD 20892

Note that access to the NIH campus is restricted. As such all contractor personnel will be required to access campus via designated entrances where they are subject to security screening.

Also, due to the current COVI-19 Pandemic there maybe additional access restrictions. Please refer to the NIH Security and Access site for more details: <a href="www.nih.gov/about-nih/visitor-information/campus-access-security">www.nih.gov/about-nih/visitor-information/campus-access-security</a>).

### 8.0 INSPECTION AND ACCEPTANCE

Pursuant to FAR clause 52.212-4, all work described in the SOW to be delivered under this purchase order is subject to final inspection and acceptance by an authorized representative of the Government. The authorized representative of the Government is the NCI Technical Point of Contact (POC) who is responsible for inspection and acceptance of all services, materials, or supplies to be provided by the Contractor.

Regardless of format, all digital content or communications materials produced as a deliverable under this purchase order, shall conform to applicable Section 508 Standards to allow Federal employees and members of the public with disabilities to have access to and use of information and data that is comparable to the access to and use of information and data by Federal employees or by members of the public who are not individuals with disabilities. Remediation of any materials that do not comply with the applicable Section 508 requirements as set forth below, shall be the responsibility of the Contractor.

HHS guidance regarding accessibility of documents can be found at:

https://www.hhs.gov/web/section-508/making-files-accessible/create-accessiblepdfs/index.html.

Federal Government-wide guidance regarding accessibility of documents can be found at <a href="https://www.section508.gov/">https://www.section508.gov/</a>, including the documents describing the preferred method of authoring and testing documents produced in Microsoft Word 2013 or later, Microsoft Excel, and files formatted as PDF.

#### 9.0 TECHNICAL POINT OF CONTACT

The Technical Point of Contact (TPOC) is responsible for inspection and acceptance of all work in relation to this requirement and will serve as the Governments primary point of contact throughout the duration of the requirement. All efforts must be coordinated with this individual.

The TPOC for this requirement is:

Name: Jagan Muppidi

Email: jagan.muppidi@nih.gov

**Tel:** 240.858.3494

Note: The TPOC has limited authority as defined within this Statement of Work. They do not have the authority to commit or obligate Government funds or make changes to the terms and conditions of the purchase order. As such, any changes to the purchase order must be performed by a warranted Government Contracting Officer with appropriate delegated authority to do so.

## 10.0 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:

(will be completed by CO with the most up-to-date language)