

Posting Date: October 27, 2020

Closing Date: November 6, 2020 11:30 a.m. ET

Reference Number: 21-004847

To: NCI Bid Board

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Subject: NCI Bid Board Posting – Service contract covering a government owned Ensign plate reader

The Genetics Branch is one that underlies its basic research focus and others that form the foundation of its clinical and translational research activities. The concept that underlies basic research is that cancer is a genetic disease caused by genetic instability. That instability is a function of all the inherited and acquired effects that mediate plasticity and alterability at the level of DNA. The success of molecular genetics over the past two decades has been the identification of genes involved in pathways of growth and development, and the identification of the mechanisms by which the normal regulation and/or products of these genes are altered in cancer. The Genetic Branch (GB) requires purchasing an annual service contract covering a government owned Ensign serial# 3400S1608181.

**Sole Source Justification:**

The PerkinElmer Ensign plate reader is proprietary equipment of PerkinElmer and is a highly fluorescence reader. The Genetics Branch use this system to read fluorescent dyes in cells, DNA and RNA. Due to lasers and the need for standards it is highly recommended to use PerkinElmer service technicians to service the Ensign system.

**Attached Documents:**

SF18

Statement of Work

FAR Clause 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.

FAR Clause 52.213-4 Simplified Acquisitions Terms and Conditions (AUG 2019) 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 type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE		PAGE OF PAGES
1. REQUEST NO.	2. DATE ISSUED	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
5a. ISSUED BY			6. DELIVER BY (Date)	
5b. FOR INFORMATION CALL (NO COLLECT CALLS)			7. DELIVERY	
NAME		TELEPHONE NUMBER		<input type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)
		AREA CODE	NUMBER	9. DESTINATION
8. TO:				
a. NAME		b. COMPANY		b. STREET ADDRESS
c. STREET ADDRESS				c. CITY
d.. CITY		e.. STATE	f.. ZIP CODE	d.. STATE e. ZIP CODE
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date)		<b>IMPORTANT:</b> 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)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)

<b>12. DISCOUNT FOR PROMPT PAYMENT</b>	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			
b. STREET ADDRESS		16. SIGNER	
c. COUNTY		a. NAME (Type or print)	b. TELEPHONE
d. CITY		AREA CODE	
e. STATE f. ZIP CODE		c. TITLE (Type or print)	
		NUMBER	

## STATEMENT OF WORK-

1. SCOPE: Contractor shall provide **Basic Coverage Plan**, all labor, material and equipment required to maintain and provide preventive maintenance for a government-owned PerkinElmer Enight GX S/N 3400S1608181 . All maintenance service shall be performed on-site in accordance with the manufacturer's standard commercial maintenance practices.

2. PREVENTIVE MAINTENANCE: Contractor shall perform one (1) preventive maintenance inspections (PMI) during the contract period. PerkinElmer technically qualified factory-trained personnel shall perform Service. Service shall consist of a thorough cleaning, calibration, adjusting, inspection, lubrication 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. EMERGENCY SERVICE: One 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. 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 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. Emergency service calls shall not replace the necessity for scheduled PMIs.

The Contractor shall provide unlimited technical support hot-line number for telephone trouble-shooting for the instrument, reagents and applications during normal working hours, except Federal holidays.

4. 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 or re-manufactured to original equipment specifications.

5. 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 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, 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.

7. PERIOD OF PERFORMANCE: Period of Performance shall be for twelve months from January 01, 2021 through Dec 31, 2021

8. PERSONNEL QUALIFICATIONS: Personnel shall have a minimum of three (3) years factory training and experience in the servicing of the instrument as covered by this contract. All primary service personnel shall have at least one backup support person with at least one backup support person with at least the same level of expertise on the equipment covered by this contract.

9. PLACE OF PERFORMANCE: Service shall be performed at the following location:

NIH, NCI  
37 Convent Dr  
Bldg 37, Rm 6128  
Bethesda, MD 20892

10. PAYMENT: Invoice Payment shall be made quarterly in arrears after completion of the inspection and at the end of the contract period and submission of invoice to the address shown in Block 21 of this order.

11. AWARD: Award will be made in the aggregate.

**52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.**

As prescribed in 4.2105(a), insert the following provision:

REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

(a) Definitions. As used in this provision—

Covered telecommunications equipment or services, Critical technology, and Substantial or essential component have the meanings provided in clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Representation. The Offeror represents that—

It [ ] will, [ ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(d) Disclosures. If the Offeror has responded affirmatively to the representation in paragraph (c) of this provision, the Offeror shall provide the following information as part of the offer—

(1) All covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)