

Posting Date: June 4, 2021

Closing Date: June 14, 2021 12 Noon

P.M. ET Reference Number: 21-038395

To: NCI Bid Board

From: Tina Roberts
NCI Purchasing Agent
Tina.Roberts@nih.gov

Subject: NCI Bid Board Posting – Patient On-call services

The Pediatric Oncology Branch (POB), Center for Cancer Research, National Cancer Institute (CCR) is one of the premier pediatric cancer centers in the country. The Pediatric Oncology Branch inpatient service is covered by an Attending Physician, Nurses and Clinical Fellows from 8am-6pm daily. Evenings, weekends, and holidays requires additional coverage. There are 8-10 weekend days per month; 20-23 weeknights per month; and approximately 10 holidays per year that require physician coverage. The Pediatric Oncology Branch does not have adequate civil service employees to cover these shifts for the year.

The National Cancer Institute plans to purchase patient on-call services to provide continuity of service for the inpatient pediatric patients. This benefits the NIH mission from Dr. Dana Furstenau 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 12:00 PM on June 14, 2021 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:

Individual has expertise & knowledge with existing patients here at NCI due to previous consistence years of service. Individual has advanced, specialized training in patient care and has flexibility in scheduling. This gives us here at POB the detailed service needed for our patient care. It's not feasible to open this position to other sources due to the urgent need to fill these shifts for continuity of patient care.

Attached Documents:

SF18

Statement of Work

FAR Clause 52.213-4 Simplified Acquisitions Terms and Conditions (AUG 2019) is applicable and available in full text upon request

REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)	THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE	PAGE OF PAGES 1 OF 1
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1. REQUEST NO.	2. DATE ISSUED 06/04/2021	3. REQUISITION/PURCHASE REQUEST NO. 21-038395	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1
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5a. ISSUED BY NIH/NCI-CCR P-ARC	6. DELIVER BY (Date) 12 months from receipt of order
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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 Tina Roberts, Purchasing Agent	TELEPHONE NUMBER AREA CODE NUMBER 301 480-4239	9. DESTINATION a. NAME OF CONSIGNEE Vicki Richmond - 240-858-3846
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8. TO: a. NAME	b. COMPANY	b. STREET ADDRESS 9000 Rockville Pike Bldg 10-CRC Room 1-5750
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c. STREET ADDRESS	c. CITY Bethesda
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d.. CITY	e.. STATE MD	f.. ZIP CODE 20892	d.. STATE e. ZIP CODE MD 20892
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10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 6/14/2021 11:30 ET	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.
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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)
001	To provide patient on-call services for the Pediatric Oncology Branch . Notice of Intent: If submitting a capability statement, please e-mail only 1 copy of the technical capability statement to Tina Roberts at tina.roberts@nih.gov See attached statement of need. This will be awarded as a Firm-Fixed Price Contract.			\$ _____	\$ _____

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d.. CALENDAR DAYS NUMBER PERCENTAGE
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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. STREET ADDRESS			
c. COUNTY		a. NAME (Type or print)	b. TELEPHONE AREA CODE
d. CITY	e. STATE f. ZIP CODE	c. TITLE (Type or print)	
		NUMBER	

STATEMENT OF WORK (SOW)

1.0 TITLE

Patient On-Call Services for the Pediatric Oncology Branch

2.0 BACKGROUND

The Pediatric Oncology Branch, Center for Cancer Research, National Cancer Institute is one of the premier pediatric cancer centers in the country. The Pediatric Oncology Branch inpatient service is covered by an Attending Physician, Nurses and Clinical Fellows from 8am-6pm daily. Evenings, weekends, and holidays requires additional coverage. There are 8-10 weekend days per month; 20-23 weeknights per month; and approximately 10 holidays per year that require physician coverage. The Pediatric Oncology Branch does not have adequate civil service employees to cover these shifts for the year.

2.1 OBJECTIVE

The primary objective of this acquisition is to obtain well qualified and highly skilled physicians to cover the Pediatric Oncology Service in the evenings, weekends, and holidays. The benefits to hiring these highly qualified physicians are it would save the Government money and time in training physicians outside of the Fellowship program

3.0 SCOPE

The first fellows treat patients 100% of the time, while the second and third year fellows in train in laboratory settings. However, fellows entering their second year become eligible for Night Call Pay, aka “Moonlighting”. Therefore, patient care responsibilities are assigned on a reverse seniority basis. Clinical fellows in their second and third years receive priority consideration for moonlighting responsibilities. This provides additional clinical training for fellows in the second and third year of training and allows the required time out of the hospital mandated by the Accreditation Council for Graduate Medical Educations (ACGME) for first year fellows. Fellows are also chosen this way to provide continuity to patients enrolled on protocols at the NCI.

4.0 CONTRACT REQUIREMENTS/ AND PERSONNEL QUALIFICATIONS

The Pediatric Oncology branch and Johns Hopkins University have a Joint Fellowship Program that is part of a merged training program for pediatric hematology/oncology fellows. The program is for three years with specified training in clinical care and research in pediatric Hematologist and oncologic diseases. This individual is currently an employee at Johns Hopkins University, as well as a 2nd or 3rd year clinical fellow with priority in patient care responsibility.

STATEMENT OF WORK (SOW)

In addition, as a part of the Joint Fellowship Program, this individual is already credentialed and has malpractice insurance to treat patients at the NCI. Patient care responsibilities are voluntary, and schedules are completed annually.

5.0 TYPE OF ORDER

This is a firm fixed price purchase order.

6.0 PERIOD OF PERFORMANCE

Period of Performance shall be for two (10) months from 16 July 2021 through 15 May 2022.

7.0 PLACE OF PERFORMANCE

Mark O’Hatfield Clinical Research Center
9000 Rockville Pike, Bldg. 10-CRC,
Bethesda, MD 20892

8.0 REPORT(S)/DELIVERABLES AND DELIVERY SCHEDULE

All deliverables shall be sent electronically (Microsoft Word, unless approved by the COR) per the following deliverable schedule:

<i>DELIVERABLE</i>	<i>DELIVERABLE DESCRIPTION / FORMAT REQUIREMENTS</i>	<i>DUE DATE</i>
In-patient service	Deliver on-call patient services for POB	<i>30 days after award</i>

9.0 PAYMENT

Payment shall be made monthly in arrears Payment authorization requires submission and approval of invoices to the COR and NIH OFM, in accordance with the attached payment provisions listed below:

STATEMENT OF WORK (SOW)

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

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.*

STATEMENT OF WORK (SOW)

* 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
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.

STATEMENT OF WORK (SOW)

- 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.

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.

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)