

Posting Date: June 14, 2021

Closing Date: June 24, 2021

Reference Number: 21-038400

To: NCI Bid Board

From: Jennifer Mothershead
NCI P-ARC Purchasing Agent
mothersj@mail.nih.gov

Subject: NCI Bid Board Posting – The purpose of this acquisition is to solicit a maintenance agreement for an automated DNA extraction system.

The National Cancer Institute (NCI), Experimental Immunology Branch (EIB) consists of nine research laboratories, a flow cytometry facility, and a digital microscopy facility that performs investigations in basic immunobiology. This Branch of NCI, CCR utilizes the DNA extraction (geneprep) instrument on a regular basis. The maintenance of this machine is imperative as the functions it performs are critical to the mission of EIB. The DNA isolation machine prepares DNAs from mouse tissues for genotypes for identifying mutant mice. The studies for mutant mice will give me clues to understand the cause of human diseases, such cancers and autoimmune diseases. Based on the findings, we will find the methods to treat these human diseases

The National Cancer Institute, Experimental Immunology Branch (EIB) plans to procure service on the Geneprep, serial #481102. 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 24, 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:

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

REQUEST FOR QUOTATION <i>(THIS IS NOT AN ORDER)</i>		THIS RFQ <input type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE		PAGE OF _____ PAGES
1. REQUEST NUMBER	2. DATE ISSUED	3. REQUISITION/PURCHASE REQUEST NUMBER	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
5a. ISSUED BY			6. DELIVER BY <i>(Date)</i>	
5b. FOR INFORMATION CALL <i>(NO COLLECT CALLS)</i>			7. DELIVERY	
NAME		TELEPHONE NUMBER		<input type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER <i>(See Schedule)</i>
		AREA CODE	NUMBER	9. DESTINATION
8. TO:			a. NAME OF CONSIGNEE	
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 <i>(Date)</i>	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.			

11. SCHEDULE *(Include applicable Federal, State and local taxes)*

ITEM NUMBER (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)

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 <i>(Type or print)</i>		AREA CODE	
d. CITY			e. STATE		f. ZIP CODE	
			c. TITLE <i>(Type or print)</i>		NUMBER	

STATEMENT OF WORK

1. **Gene Prep:** Contractor to provide all labor and equipment to provide preventive maintenance for government-owned automated DNA extraction systems for the period of September 1, 2021 through August 31, 2022. All maintenance services shall be performed in accordance with the manufacturer's standard commercial maintenance practices
2. **PREVENTIVE MAINTENANCE:** Contractor shall one annual preventive maintenance inspection during the contract period. Service shall be performed by technically qualified factory trained personnel. Service shall consist of a thorough cleaning, calibration, adjusting, inspection, lubrication and testing the equipment in accordance with the manufacturer's latest established service procedures. The equipment shall be operationally tested through at least one (1) complete operating cycle at the end of the preventive maintenance inspection assure optimum and efficient performance.
3. **EMERGENCY SERVICE:** Emergency repair services shall be provided on a priority basis during the term of this contract. 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 furnish 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 scheduled PMIs. Labor for emergency service will be billed at the current billable labor and travel rate.
4. **REPLACEMENT PARTS:**
The contractor shall furnish all replacement parts. Parts shall be new or remanufactured to original equipment specifications. Parts will be invoiced to the Government.
5. N/A
6. **SERVICE EXCLUSIONS**

The contractor shall not be responsible for any repairs 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.

PERIOD OF PERFORMANCE: Period of Performance shall be for one-year September 1, 2021 through August 31, 2022.
7. N/A
8. **PLACE OF PERFORMANCE:** Service shall be performed at the following location:

Normal location of equipment in
BLD. 10 4B37
NIH
NCI
BETHESDA, MD
9. **PAYMENT:** Payment will be made once.
11. **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 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items.

(a) *Definitions.* As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* (1) 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. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(2) Section 889(a)(1)(B) 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, 2020, from entering into a contract or extending or renewing a contract with an entity that uses 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. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

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

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services.”

(d) *Representations.* The Offeror represents that—

(1) 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. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.* (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) 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);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

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

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

Michael Messier

Atty Gen

A large, stylized handwritten signature in blue ink, appearing to be "ME 12", enclosed within a large, loopy circular flourish.