

Posting Date: July 23, 2021

Closing Date: August 2, 2021 11:30 a.m. ET

Reference Number: 21-042085

To: NCI Bid Board

From: Tanika Crossen
NCI P-ARC Program Analyst
crossent@nih.gov

Subject: NCI Bid Board Posting – to purchase of a EVOS M5000 Imaging System

Among the defining concepts of 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 elucidation of the necessary and sufficient factors that govern genetic instability, the description of the common and disparate themes among different types of instability, and the cataloging of distinct patterns of gene expression in tumors compared to the normal tissues from which they arise are within the purview and distinct perspective of this branch. There is, in addition, a clinical/translational mantle that this branch is called upon to shoulder.

The purpose of this acquisition is purchase of a EVOS M5000 Imaging System for the Genetics Branch. The EVOSTM Imaging System is a fully integrated digital inverted microscope for four-color fluorescence, transmitted-light and color applications. Designed for usability, the graphical design of the user interface combined with automated cube carriage, sophisticated autofocus mechanism and high-resolution CMOS camera, it captures quality images with exceptional convenience. The proprietary LED light cube and color imaging technologies, allow capture of quantitative fluorescence images, as well as of color samples, such as H&E-stained tissue slides make EVOS M5000 ideal for a broad range of imaging applications.

Sole Source Justification:

Life Technologies is considered the sole source vendor for the EVOS M5000 Imaging 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 2020) 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 1 OF 1 PAGES 1
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1. REQUEST NO. 21-042085	2. DATE ISSUED 7/23/2021	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
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5a. ISSUED BY NCI CCR Purchasing Administrative Resource Center	6. DELIVER BY (Date)
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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 Tanika Crossen, Program Analyst	TELEPHONE NUMBER AREA CODE NUMBER 301 480-0602	9. DESTINATION a. NAME OF CONSIGNEE NIH, NCI
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8. TO: a. NAME	b. COMPANY Life Tehnologies	b. STREET ADDRESS
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c. STREET ADDRESS	c. CITY Bethesda
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d.. CITY	e.. STATE MD	f.. ZIP CODE	d.. STATE	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) 8/2/2020 11:30 EST	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)
	Purchase of a EVOS M5000 Imaging System Notice of Intent: If submitting a capability statement, please e-mail only 1 copy of the technical capability statement to Tanika Crossen @ crossent.mail.nih.gov See attached statement of work 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
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a. NAME OF QUOTER	16. SIGNER	
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b. STREET ADDRESS	a. NAME (Type or print)	b. TELEPHONE AREA CODE
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c. COUNTY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)	NUMBER
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STATEMENT OF NEED (SON)

1.0 TITLE

Florescent Microscopy of Human tumor Cell lines in the Genetics Branch

2.0 BACKGROUND

The Genetics Branch is need of a Florescent microscope for the use of antibodies in human tumor cells. The antibodies are Florescent to be able to be viewed with this microscope.

3.0 TYPE OF ORDER

Fixed firm price

4.0 SPECIAL ORDER REQUIREMENTS

4.1 PRODUCT FEATURES/SALIENT CHARACTERISTICS

The EVOSTM Imaging System is a fully integrated digital inverted microscope for four-color fluorescence, transmitted-light and color applications. Designed for usability, the graphical design of the user interface combined with automated cube carriage, sophisticated autofocus mechanism and high-resolution CMOS camera, it captures quality images with exceptional convenience. The proprietary LED light cube and color imaging technologies, allow capture of quantitative fluorescence images, as well as of color samples, such as H&E-stained tissue slides make EVOS M5000 ideal for a broad range of imaging applications.

4.2 DELIVERY / INSTALLATION

Address

37 Convent Dr

Bldg 37 rm 6128

Bethesda Md 20892

Contact Tammy Jones

4.3 TRAINING

Training will be completed with in 30 days of delivery

5.0 PAYMENT

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

STATEMENT OF NEED (SON)

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.*

* 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.

STATEMENT OF NEED (SON)

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.

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)

STATEMENT OF NEED (SON)

- 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)