Posting Date: September 9, 2024

Closing Date: September 18, 2024 11:30 a.m.

ET Reference Number: 24 - 043644

To: NCI Bid Board

From: Christine Buntz NCI CCR P-ARC

christine.buntz@nih.gov

Subject: NCI Bid Board Posting – Patient lodging accommodation with The Friends of Patients at the NIH

POP: 09/30/2024 to 12/31/2024.

The Mission of The NCI Center for Cancer Research is to improve the lives of cancer patients by solving important, challenging and neglected problems in cancer research and patient care. The CCR is home to an extraordinary group of scientists and clinicians exploring the cutting-edge of cancer and HIV/AIDS research. Our scientists work on a wide spectrum of biological and biomedical problems ranging from visualizing and understanding the structure of individual genes and proteins, developing novel methods for drug discovery, to inventing biomedical devices and technology and creating innovative ways to treat patients in the NIH Clinical Center.

The primary objective of this project is to provide lodging for NCI patient and/or family members/guardians when reservations are made by authorized NIH/NCI personnel; offer a fixed room rate that will be, at or below the Government per diem rate for lodging at zip code 20892; Hotel locations will be located within a 1 mile radius of the NIH CC's location of 10 Center Drive, Bethesda, MD 20892.

The National Cancer Institute plans to purchase Patient lodging accommodation from The Friends of Patients at the NIH, Bethesda, MD 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 September 18, 2024, 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:

After conducting market research of lodging accommodations within a radius of 0.9 miles from the NIH, it was noted that Friends of Patients at the NIH were the vendors who met the distance requirements and only one who provided a fixed rate of \$90 per night regardless of the time of year and falls under the government per diem rate. However, due to the time constraint to this critical project no other vendor could meet the requirement.

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

Patient lodging accommodation with The Friends of Patients at the NIH.

2.0 BACKGROUND

The mission of The NCI Center for Cancer Research is to improve the lives of cancer patients by solving important, challenging and neglected problems in cancer research and patient care. The CCR is home to an extraordinary group of scientists and clinicians exploring the cutting-edge of cancer and HIV/AIDS research. Our scientists work on a wide spectrum of biological and biomedical problems ranging from visualizing and understanding the structure of individual genes and proteins, developing novel methods for drug discovery, to inventing biomedical devices and technology and creating innovative ways to treat patients in the NIH Clinical Center.

The National Institutes of Health (NIH) Clinical Center (CC) is America's Clinical Research Hospital and the world's largest hospital dedicated totally to clinical research. Through clinical research, promising discoveries in the laboratory are translated into better health and health care for all. Currently, there are approximately 1,500 active clinical research studies. The NIH CC is a unique facility in that all patients are on a research protocol and many patients travel here from across the country and world and may be here for extended stays.

Sometimes these patients are alone, may not have many visitors, and/or are without family members for support. Many patients with chronic or acute illnesses have depleted their financial resources and the cost of travel and lodging causes them additional stress. A positive experience with lodging accommodations is an important contributor to a patient's overall well-being. Because these patients play a critical role in the NIH mission, lodging costs may be subsidized by the NCI.

2.1 **OBJECTIVE**

The primary objective of this project is to provide lodging for NCI patient and/or family members/guardians when reservations are made by authorized NIH/NCI personnel; offer a fixed room rate that will be, at or below the Government per diem rate for lodging at zip code 20892; Hotel locations will be located within a 1 mile radius of the NIH CC's location of 10 Center Drive, Bethesda, MD 20892.

3.0 SCOPE

The scope of this project is to acquire hotel accommodations for Clinical Center patients and/or family members/guardians at a fixed room rate, at or below the Government per diem lodging rate for zip code 20892 at www.gsa.gov.

Only medically stable patients who would normally be discharged to their home will be considered for lodging in a local hotel. The NCI cannot contractually commit to a fixed number of room nights per year due to individual patient preferences and variations in availability of funds for rooms subsidized by the NCI.

4.0 CONTRACT REQUIREMENTS

4.1 Hotel and Room Requirements

- 4.1.1 The daily rate shall be at or below the Government General services agreement (www.gsa.gov) per diem lodging rate per night for zip code 20892. The NIH CC is a Federal Institution, and, therefore, is exempt from paying federal, state and sales taxes. Occupancy, local, or city fees may apply but no other fees or surcharges shall be authorized, such as credit card, phone, cable, room service, movies, and internet services.
- 4.1.2 Vendor provides guaranteed rates throughout the year; e.g. rates shall not fluctuate seasonally or when special events are being held.
- 4.1.3 The fully furnished room shall include contractor provided utilities including heat, air conditioning, electricity, water and sewer, local telephone service (no deposit required) and basic television cable service.

4.2 <u>Room reservations</u>

- 4.2.1 The reservation process must ensure that only authorized Government official can make reservations as delineated in the contract. NCI will not be held responsible to charges incurred by any individuals not indicated as authorized representatives of the NIH/NCI.
- 4.2.2 The full name of the NIH CC or NCI representative who authorized the reservation must be documented and included on the invoice submitted to NCI for payment.

4.3 Fire Safety

- 4.3.1 Buildings in which space is offered shall be compliant in accordance with latest editions of the NFPA 101, Life Safety Code and American with Disabilities Act (ADA).
- 4.3.2 As required by code, smoke detectors/alarms shall be installed in each room, office, storage area, kitchen, hallways, and other common areas.

5.0 TYPE OF ORDER

This is a firm fixed price purchase order.

6.0 PERIOD OF PERFORMANCE

The period of performance shall be from 9/30/2024- 12/31/2024.

7.0 PLACE OF PERFORMANCE

Vendors place of business.

8.0 REPORT(S)/DELIVERABLES

8.1 Vendor shall provide a <u>MONTHLY</u> report by the 15th day of each month entailing the previous months activities to include:

Date	Day of Week	# Nights	Protocol	Amount Billed

- a) Date and day of week;
- b) Number of nights;
- c) Protocol
- d) Total Billed amount; and
- e) Year-to-date totals for the contract year
- 8.2 The report shall be created in Microsoft office Excel and Shall be sent via E-mail to the NCI POC and POC Alternate assigned to this project.

DELIVERABLE	DELIVERABLE DESCRIPTION / FORMAT REQUIREMENTS	DUE DATE
#1 (Task 8.1)	Monthly Report entailing the previous months activities.	15 th day of each Month

9.0 PAYMENT

Payment shall be made <u>MONTHLY</u>. Payment authorization requires submission and approval of invoices to the COR and NIH OFM, in accordance with the attached 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:

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: Please include the protocol # and patient name when/if possible. 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.
 - 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)

- 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.