Posting Date: May 29, 2025

Closing Date: June 8, 2025, 11:30 a.m. ET

Reference #: 25-021113

To: NCI Bid Board

From: Antoinette Graves

NCI/OA Procurement Branch

gravesta@nih.gov

Subject: NCI Bid Board Posting – Olink Reversal Assay Service

The Experimental Immunology Branch consists of 7 research laboratories, a flow cytometry facility, and a digital microscopy facility that perform investigations in basic immunobiology with particular emphasis on: (1) lymphocyte recognition, differentiation, and regulation; (2) cell biology of immune responses; (3) signal transduction; (4) structure, regulation, and function of genes involved in immune responses; (5) lymphocyte effector functions; (6) cytokine biology; and (7) cellular regulatory mechanisms.

The Experimental Immunology Branch focuses on the regulation of the intestinal mucosal immunology. The branch needs to perform the proteomic analysis of mouse intestinal samples. Ampseq will provide Olink technology, which combines specificity and scalability to enable high-throughput, multiplex protein biomarker analysis. Their service will allow for the development of a next-generation proteomics platform that utilizes minimal volumes of almost any biological sample, without compromising data quality or assay robustness.

The National Cancer Institute plans to purchase the Olink reversal assay service from AmpSeq, LLC, Gaithersburg, MD. This is not a request for a 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 contain sufficient information and material to allow NCI to determine whether the party can fully meet this requirement. The contracting office must receive the capability statement by 11:30 AM ET on June 8, 2025. A determination by the Government not to compete with this requirement based upon responses to this notice is solely within its discretion. The information received will be considered exclusively to determine whether to conduct competitive procurement.

Sole Source Justification:

AmpSeq, LLC, is the only company capable of performing this service.

Attached Documents:

SF18

Statement of Need

FAR Clause 52.213-4 Simplified Acquisitions Terms and Conditions (January 2025) applies and is available in full text upon request.

REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)				THIS RFQ	ıs X	IS NOT A SMALL BUSINE	SS SET-A	SIDE	PAGE OF	F PAGES I 1	
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NCI/CCR Office of Acquisition, Procurement Branch							0. 0.	LLIVERY (Date)			
5b. FOR INFORMATION CALL (NO COLLECT CALLS)							7. DELIVERY OTHER				
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8. TO:						002	⊣nih, nci				
a. NAME b. COMPANY Ampseq LLC							b. STREET ADDRESS				
c. STREET ADDRESS							c. CITY Bethesda				
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Notice of Intent: If submitting a capability statement, please e-mail only 1 copy of the technical capability statement to gravesta@nih.gov See attached statement of work This will be awarded as a Firm-Fixed Price Contract.						b. 20 CALENDAR DAY					
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STATEMENT OF WORK

- 1. SCOPE: Contractor shall identify protein expression by Olink reversal assays.
- 2. REQUIREMENTS: The Contractor shall ...
 - A. Tasks Olink Reversal assay Service
 - B. Reports Protein expression data, to be verified by western blotting.
 - C. Deliverables Proteomics results
 - D. Schedule TBD
 - E. Period of Performance 3 moths
 - F. Government Property Mouse tissue lysates
- 4. <u>PLACE OF PERFORMANCE</u>: Service shall be performed at the following location:

NIH, NCI, Branch or Lab Bldg __10__, Room _4B17_ 9000 Rockville Pike Bethesda, MD 20892 Contact:

SOW 1

TERMS AND CONDITIONS – SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

Update per FAC 2025-03 Last updated: 1/2025

FAR 52.213-4 TERMS AND CONDITIONS – SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES) (JAN 2025).

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:
 - (1) The clauses listed below implement provisions of law or Executive order:
- (i) <u>52.203-19</u>, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (ii) <u>52.204-23</u>, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).
- (iii) <u>52.204-25</u>, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (iv) <u>52.204-27</u>, Prohibition on a ByteDance Covered Application (JuN 2023) (Section 102 of Division R of Pub. L. 117-328), unless the agency grants an exception see paragraph (b) of 52.204-27.
- (v) <u>52.204-30</u>, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (DEC 2023) (PUB. L. 115-390, title II).
 - (vi) <u>52.222-3</u>, Convict Labor (Jun 2003) (E.O.11755).
 - (vii) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
 - (viii) <u>52.222-26</u>, Equal Opportunity (SEP 2016) (E.O.11246).
- (ix) <u>52.225-13</u>, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (x) <u>52.232-40</u>, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (<u>31 U.S.C. 3903</u> and <u>10 U.S.C. 3801</u>).

- (xi) <u>52.233-3</u>, Protest After Award (Aug 1996) (<u>31 U.S.C.3553</u>).
- (xii) <u>52.233-4</u>, Applicable Law for Breach of Contract Claim (OCT 2004) (<u>Pub.L.108-77</u> and 108-78 (<u>19 U.S.C. 3805 note</u>)).
 - (2) Listed below are additional clauses that apply:
 - (i) 52.232-1, Payments (APR 1984).
 - (ii) 52.232-8, Discounts for Prompt Payment (FEB 2002).
 - (iii) <u>52.232-11</u>, Extras (APR 1984).
 - (iv) 52.232-25, Prompt Payment (JAN 2017).
 - (v) <u>52.232-39</u>, Unenforceability of Unauthorized Obligations (Jun 2013).
 - (vi) 52.233-1, Disputes (MAY 2014).
 - (vii) <u>52.244-6</u>, Subcontracts for Commercial Products and Commercial Services (JAN 2025).
 - (viii) <u>52.253-1</u>, Computer Generated Forms (JAN 1991).
- (b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:
 - (1) The clauses listed below implement provisions of law or Executive order:
 - (i) **52.203-17**, Contractor Employee Whistleblower Rights (Nov 2023) (<u>41</u> <u>U.S.C. 4712</u>); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see <u>FAR 3.900</u>(a).
- (ii) <u>52.204-10</u>, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020)(Pub. L. 109-282) (<u>31 U.S.C. 6101 note</u>) (Applies to contracts valued at or above the threshold specified in FAR <u>4.1403</u>(a) on the date of award of this contract).
- (iii) <u>52.222-19</u>, Child Labor-Cooperation with Authorities and Remedies (JAN 2025) (<u>E.O. 13126</u>) (Applies to contracts for supplies exceeding the micro-purchase threshold, as defined in FAR 2.101 on the date of award of this contract).
- (iv) <u>52.222-20</u>, Contracts for Materials, Supplies, Articles, and Equipment., Contracts for Materials, Supplies, Articles, and Equipment (Jun 2020) (<u>41 U.S.C.chapter 65</u>) (Applies to supply contracts over the threshold specified in FAR 22.602 on the date of award of this contract, in the United States, Puerto Rico, or the U.S. Virgin Islands).

- (v) <u>52.222-35</u>, Equal Opportunity for Veterans (Jun 2020) (<u>38 U.S.C. 4212</u>) (Applies to contracts valued at or above the threshold specified in FAR <u>22.1303</u>(a) on the date of award of this contract).
- (vi) <u>52.222-36</u>, Equal Employment for Workers with Disabilities (Jun 2020) (<u>29 U.S.C. 793</u>) (Applies to contracts over the threshold specified in FAR <u>22.1408</u>(a) on the date of award of this contract, unless the work is to be performed outside the United States by employees recruited outside the United States). (For purposes of this clause, "United States" includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)
- (vii) <u>52.222-37</u>, Employment Reports on Veterans (Jun 2020) (<u>38 U.S.C. 4212</u>) (Applies to contracts valued at or above the threshold specified in FAR <u>22.1303</u>(a) on the date of award of this contract).
- (viii) <u>52.222-41</u>, Service Contract Labor Standards (AUG 2018) (<u>41 U.S.C. chapter 67</u>) (Applies to service contracts over \$2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf).
- (ix) (A) <u>52.222-50</u>, Combating Trafficking in Persons (Nov 2021)(<u>22 U.S.C. chapter 78</u> and E.O. 13627) (Applies to all solicitations and contracts).
- (B) Alternate I (MAR 2015) (Applies if the Contracting Officer has filled in the following information with regard to applicable directives or notices: Document title(s), source for obtaining document(s), and contract performance location outside the United States to which the document applies).
- (x) <u>52.222-55</u>, Minimum Wages Under Executive Order 14026 (Jan 2022) (Applies when <u>52.222-6</u> or <u>52.222-41</u> are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (<u>43 U.S.C. 1331</u>, *et seq.*))).
- (xi) <u>52.222-62</u>, Paid Sick Leave Under Executive Order 13706 (Jan 2022)) (E.O. 13706) (Applies when <u>52.222-6</u> or <u>52.222-41</u> are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia.))
- (xii) <u>52.223-5</u>, Pollution Prevention and Right-to-Know Information (MAY 2024) (<u>42 U.S.C. 11001-11050</u> and <u>42 U.S.C. 13101-13109</u>) (Applies to services performed on Federal facilities).

- (xiii) <u>52.223-11</u>, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (MAY 2024) (<u>42 U.S.C. 7671</u>, *et seq.*)(Applies to contracts for products as prescribed at FAR 23.109(d)(1)).
- (xiv) <u>52.223-12</u>, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (MAY 2024) <u>(42 U.S.C. 7671</u>, *et seq.*)(Applies to maintenance, service, repair, or disposal of refrigeration equipment and air conditioners).
- (xv) <u>52.223-20</u>, Aerosols (MAY 2024) (<u>42 U.S.C. 7671</u>, *et seq.*)(Applies to contracts for products that may contain high global warming potential hydrofluorocarbons as a propellant or as a solvent; or contracts for maintenance or repair of electronic or mechanical devices).
- (xvi) <u>52.223-21</u>, Foams (MAY 2024) (<u>42 U.S.C. 7671</u>, *et seq.*)(Applies to contracts for products that may contain high global warming potential hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons as a foam blowing agent; or contracts for construction of buildings or facilities.
- (xvii) <u>52.223-23</u>, Sustainable Products and Services (MAY 2024) (<u>E.O. 14057</u>, <u>7 U.S.C. 8102</u>, <u>42 U.S.C. 6962</u>, <u>42 U.S.C. 8259b</u>, and <u>42 U.S.C. 7671I</u>) (Applies to contracts when the agency identifies in the statement of work, or elsewhere in the contract, the sustainable products and services that apply to the acquisition).
- (xviii) (A) <u>52.225-1</u>, Buy American-Supplies (Oct 2022) (<u>41 U.S.C. chapter 67</u>) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold, as defined in FAR <u>2.101</u> on the date of award of this contract, and the acquisition-
 - (1) Is set aside for small business concerns; or
- (2) Cannot be set aside for small business concerns (see <u>19.502-2</u>), and does not exceed \$50,000).
- (B) Alternate I (OCT 2022) (Applies if the Contracting Officer has filled in the domestic content threshold below, which will apply to the entire contract period of performance. Substitute the following sentence for the first sentence of paragraph (1)(ii)(A) of the definition of domestic end product in paragraph (a) of 52.225-1: (A) The cost of its components mined, produced, or manufactured in the United States exceeds __ percent of the cost of all its components. [Contracting officer to insert the percentage per instructions at 13.302-5(d)(4).])
- (xix) <u>52.226-6</u>, Promoting Excess Food Donation to Nonprofit Organizations., Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (<u>42 U.S.C. 1792</u>) (Applies to contracts greater than the threshold specified in FAR <u>26.404</u> on the date of award of this contract, that provide for the provision, the service, or the sale of food in the United States).

- (xx) <u>52.232-33</u>, Payment by Electronic Funds Transfer-System for Award Management (OCT 2013)(Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) as its source of EFT information).
- (xxi) <u>52.232-34</u>, Payment by Electronic Funds Transfer-Other than System for Award Management (JUL 2013) (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information).
- (xxii) <u>52.240-1</u>, Prohibition on Unmanned Aircraft Systems Manufactured or assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, <u>41 U.S.C. 3901</u> note prec.).
- (xxiii) <u>52.247-64</u>, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (<u>46 U.S.C. 55305</u>) (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at <u>47.504(d)</u>).
- (xxiv) <u>52.247-69</u>, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (JAN 2025) (<u>49 U.S.C. 40118(g</u>)). (Applies to contracts with a U.S.-flag carrier for the transportation by air of passengers; does not apply to contracts awarded by the Department of Defense or contracts for commercial products).
 - (2) Listed below are additional clauses that may apply:
- (i) <u>52.204-21</u>, Basic Safeguarding of Covered Contractor Information Systems (Nov 2021) (Applies to contracts when the contractor or a subcontractor at any tier may have Federal contract information residing in or transiting through its information system.
- (ii) <u>52.209-6</u>, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (JAN 2025) (Applies to contracts over the threshold specified in FAR <u>9.405-2</u>(b) on the date of award of this contract).
- (iii) <u>52.211-17</u>, Delivery of Excess Quantities (Sept 1989) (Applies to fixed-price supplies).
- (iv) <u>52.247-29</u>, F.o.b. Origin (FEB 2006) (Applies to supplies if delivery is f.o.b. origin).
- (v) <u>52.247-34</u>, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).
- (c) FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[Insert one or more Internet addresses]

- (d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post acceptance rights-
- (1) Within a reasonable period of time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- (f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.
- (g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause,

the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause).