

Posting Date: April 1, 2024

Closing Date: April 11, 2024 11:30 a.m. ET

Reference Number: 24-023192

To: NCI Bid Board

From: Viviane Rivera  
NCI CCR P-ARC  
viviane.rivera@nih.gov

Subject: NCI Bid Board Posting – Service Agreement for SeaHorse XF Analyzer

The Radiation Oncology Branch (ROB) exists to plan and conduct pre-clinical and clinical research on the biologic and therapeutic effects of radiation administered alone or in combination with other modalities of treatment; to develop novel technology and imaging based approaches for radiation oncology; to investigate the natural history of disease to understand and evaluate means of diagnostic assessment for the purpose of optimizing treatment selections; and to provide radiation therapy as well as general oncology consultations for patients admitted to other NIH Clinical Research Center (CRC) clinical services, in a collaborative approach.

The primary objective is to purchase a service agreement for SeaHorse XF Analyzer. This instrument is used to routinely to obtain data on multiple cancer cell lines, including glioma, colorectal, lung, breast, pancreas, and cancer stem cells. This allows a deeper understanding of the metabolic attributes and help design new therapeutic strategies based on the modulation of cancer cell metabolism associated with radiation sensitivity and response.

The National Cancer Institute Plans to purchase a service agreement for SeaHorse XF Analyzer from Agilent Technologies, Inc, Wilmington, DE . 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 April 11, 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.

Sole Source Justification:

Seahorse Field Applications Scientists and Field Service Engineers provide technical, applications support, and instrument service to customers, facilitating the integration of XF technology into their research or drug discovery programs. Seahorse field applications scientists have in-depth experience with cell-based assays and functional knowledge of cellular metabolism. Our field scientists average 10-15 years of cell-based assay experience within industry and academia, and hold PhD or Masters degrees in a scientific discipline. Our service engineers average more than 10 years' experience and hold BSEE, BSME, or PhD degrees in engineering. Seahorse is the only company that can provide experienced engineers, software upgrades and loaner instrumentation if necessary. After performing market research, we could not find any other vendor that can offer the specialized engineers needed. In addition, no other vendor can provide the proprietary software updates as needed.

Attached Documents:

SF18

Statement of Work

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.

<b>REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)</b>		THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE		PAGE OF	PAGES
				1	1
1. REQUEST NO. POTS 24-023192	2. DATE ISSUED 3/27/2024	3. REQUISITION/PURCHASE REQUEST NO. 24-023192	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING	
5a. ISSUED BY			6. DELIVER BY (Date) 4/14/2024		
5b. FOR INFORMATION CALL (NO COLLECT CALLS)			7. DELIVERY		
NAME		TELEPHONE NUMBER		<input type="checkbox"/> FOB DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule)	
Viviane Rivera		AREA CODE 240	NUMBER 760-7125	9. DESTINATION	
8. TO:			a. NAME OF CONSIGNEE John COOK 301-402-1638		
a. NAME		b. COMPANY Agilent Technologies, Inc		b. STREET ADDRESS 10 Center Dr, Rm B3B35	
c. STREET ADDRESS 2850 Centerville Rd.			c. CITY Bethesda		
d. CITY Wilmington,		e. STATE DE	f. ZIP CODE 19808-1610	d. STATE MD	e. ZIP CODE 20892
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 4/11/2024		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 NO. (a)	SUPPLIES/ SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
1	CROSSLAB SILVER - System Handle XFE96, Serial #: 410119 - Seahorse XFe96 Analyzer  Notice of Intent: If submitting capability statement, please e-mail only 1 copy of the technical capability statement to Viviane Rivera at <a href="mailto:Viviane.rivera@nih.gov">Viviane.rivera@nih.gov</a>  See attachment statement of need.  This will be awarded as a Firm-Priced Contract	1	EA		0.00

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

## STATEMENT OF WORK

**Instructions: This document should be used for the acquisition of MAINTENANCE SERVICES FOR EQUIPMENT . Instructions for completion are in red, and should be excluded in the completed document.**

### 1.0 SCOPE

The Contractor shall provide all labor, material and equipment necessary to maintain and provide preventive maintenance for SeaHorse XF Analyzer SN 410119. All maintenance services shall be performed on-site in accordance with the manufacturer's standard commercial maintenance practices. The ROB laboratories use Seahorse XFe96 SN410119 instrument routinely to obtain data on multiple cancer cell lines, including glioma, colorectal, lung, breast, pancreas, and cancer stem cells. This allows a deeper understanding of the metabolic attributes and help design new therapeutic strategies based on the modulation of cancer cell metabolism associated with radiation sensitivity and response.

### 2.0 TYPE OF ORDER

This is a firm fixed-price purchase order.

### 3.0 SPECIAL ORDER REQUIREMENTS

#### 3.1 PREVENTIVE MAINTENANCE

XFe96 Analyzer Service contract which includes:

101991-941 XFe96 Basic Support Plan

The Basic Support Plan includes travel, labor, parts for repairs, one preventative maintenance visit per year (scheduled mid-plan year by Seahorse), and software updates.

The service agreement will cover the **entire system** and include:

- Unlimited telephone support, hardware/software
- All Repairs Performed by Agilent Certified Engineers
- Travel to your facility
- Labor
- Agilent Certified Parts required for repairs
- Consumables used during repairs
- Annual preventative maintenance visit
- Consumables used during preventive maintenance
- Agilent service guarantee

## STATEMENT OF WORK

### 3.2 EMERGENCY SERVICE

Emergency service shall be provided during normal working hours, Monday through Friday excluding Federal Holidays.

### 3.3 REPLACEMENT PARTS

The Contractor shall furnish all required replacement parts at no additional cost to the Government, with the exception of consumables. Parts shall be new to original equipment specifications. Parts will be delivered the earliest next day.

### 3.4 SOFTWARE UPDATES/SERVICE

The Contractor shall provide Software Service and updates in accordance with the manufacturer's latest established service procedures, to include telephone access to technical support for use of program software and trouble shooting of the operating systems, at no additional cost to the Government. The contractor shall receive advance approval for the installation of all software updates and revisions from the Government. Defective software shall be replaced at no additional cost to the government.

The Contractor shall provide unlimited clinical technical telephone support (24hrs/day, 7 days/week) for trouble-shooting for the instrument and clinical application support (M-F 8am-9pm), excluding Federal holidays.

### 3.5 SERVICE EXCLUSIONS

The Contractor shall not be responsible for any repairs necessitated 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.

### 3.6 PERIOD OF PERFORMANCE

The period of performance shall be for twelve (12) months from 4/15/24-4/14/25

### 3.7 PERSONNEL QUALIFICATIONS

Technically qualified factory-trained personnel shall perform service to 410119 Seahorse XFe96 Analyzer as covered by this contract. All primary service personnel shall have at least one backup support person with at least the same level of expertise on the equipment covered by this contract.

## 4.0 PLACE OF PERFORMANCE

## STATEMENT OF WORK

Onsite services shall be performed at the following location:

NIH, NCI,  
10 Center Dr  
Bldg 10, B3B36  
Bethesda, MD 20892

### 5.0 PAYMENT

Payment shall be made quarterly in arrears. Payment authorization requires submission and approval of invoices to the COR and NIH OFM, in accordance with the 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).

## STATEMENT OF WORK

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.

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.

## STATEMENT OF WORK

- 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)

- 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.