

Posting Date: May 21, 2024

Closing Date: May 31, 2024, 11:30 a.m. ET

Reference Number: 24-028785

To: NCI Bid Board

From: Viviane Rivera  
NCI CCR P-ARC  
[Viviane.rivera@nih.gov](mailto:Viviane.rivera@nih.gov)

Subject: NCI Bid Board Posting – Maintenance for Agilent xCelligence RTCA MP S/N 28-1-1309-1552-7 and S/N 29-1-1605-1258-0

At the National Cancer Institute (NCI), The CCR's Center for Immuno-oncology (CIO) explores fundamental questions of cancer immunotherapy through rigorous preclinical studies and translates these findings into clinical trials with the goal of developing novel therapies for a spectrum of cancers. CCR's long history of excellence in immunology has contributed to advances in immunotherapies now widely used to treat many patients who have cancer. The CIO acts as a hub for CCR's many immuno-oncology efforts to further promote and support these efforts and build on the existing expertise, serving as a nexus for multidisciplinary and collaborative efforts among investigators in multiple laboratories, branches and programs across CCR, NCI, and NIH, as well as with investigators in the academic community and the private sector.

The primary objective of this purchase is a service maintenance contract for the ACEA ExCELLigence RTCA MP that is required so that the lab may continue to perform analysis of effectiveness of various immunotherapies even if the instrument is in need of repair.

The National Cancer Institute plans to purchase the maintenance for the ACEA ExCELLigence RTCA MP from Agilent Technologies, 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 if the party can fully meet this requirement. The capability statement must be received in the contracting office by 11:30 AM on May 31, 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:

The ExCelligence RTCA-MP (Real Time Cell Analyzer-Multiplate) is a novel instrument designed by Acea/Agilent Technologies to analyze cell cytotoxicity in real time. Unlike other instruments for these assays, this equipment uses electrical impedance as a means for measuring cell death that can be monitored over time. Because this is a novel technology designed by this company, there are no other companies that can offer expert repair and preventative maintenance for this equipment at this time.

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

|  |                                     |  |  |   |            |
|--|-------------------------------------|--|--|---|------------|
| <b>REQUEST FOR QUOTATION</b><br><i>(THIS IS NOT AN ORDER)</i>  |                                     | THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE   |  | PAGE OF<br>1  | PAGES<br>1 |
| 1. REQUEST NUMBER<br><b>POTS 24-028785</b>   | 2. DATE ISSUED<br><b>05/21/2024</b> | 3. REQUISITION/PURCHASE REQUEST NUMBER<br><b>POTS 24-028785</b>  | 4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1   | RATING  |            |
| 5a. ISSUED BY<br><b>NIH/NCI-CCR P-ARC</b>  |                                     |  | 6. DELIVER BY (Date)<br><b>08/01/2024</b>  |   |            |
| 5b. FOR INFORMATION CALL (NO COLLECT CALLS)  |                                     |  | 7. DELIVERY<br><input type="checkbox"/> FOB DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule) |   |            |
| NAME<br><b>Viviane Rivera Chevez, Purchasing Agent</b>   |                                     | TELEPHONE NUMBER<br>AREA CODE: <b>240</b> NUMBER: <b>760-7125</b>  |  | 9. DESTINATION  |            |
| 8. TO:   |                                     |  | a. NAME OF CONSIGNEE<br><b>Ling ZHANG 240-858-3249</b>   |   |            |
| a. NAME  |                                     | b. COMPANY   |  | b. STREET ADDRESS<br><b>10 Center Dr, Bldg 10 Rm 5B39</b> |            |
| c. STREET ADDRESS  |                                     |  | c. CITY<br><b>Bethesda</b>   |   |            |
| d. CITY  |                                     | e. STATE<br><b>MD</b>  | f. ZIP CODE<br><b>20892</b>  | e. ZIP CODE<br><b>20892</b>                               |            |
| 10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date)<br><b>05/01/2024</b> |                                     | 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<br>(a)              | SUPPLIES/SERVICES<br>(b)  | QUANTITY<br>(c)         | UNIT<br>(d)             | UNIT PRICE<br>(e)       | AMOUNT<br>(f)     |
|---------------------------------|---|-------------------------|-------------------------|-------------------------|-------------------|
| 1                               | <p>xCELLigence RTCA MP Instrument<br/>CROSSLAB SILVER S/N:28-1-1309-1552-7 Station - S/N: 29-1-1605-1258-0 RTCA MP analyzer<br/>POP: 8/1/24 to 7/31/25</p> <p>Notice of Intent: If submitting a capability statement, please email only 1 copy of the technical capability statement to Viviane Rivera<br/>viviane.rivera@nih.gov</p> <p>See attached Statement of Need.</p> <p>This will be awarded as a Firm-Priced Contract.</p> | 1                       |                         |                         | \$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

### 1.0 SCOPE

The Contractor shall provide all labor, material and equipment necessary to maintain and provide preventive maintenance for Agilent xCelligence RTCA MP S/N 28-1-1309-1552-7 and S/N 29-1-1605-1258-0 All maintenance services shall be performed on-site in accordance with the manufacturer's standard commercial maintenance practices. Vendor shall provide all labor, material and equipment necessary to repair, maintain and provide preventive maintenance for a government-owned Aligent RTCA MP All maintenance service shall be performed on-site in accordance with the manufacturer's standard commercial maintenance practices

ExCELLigence RTCA MP is essential instrumentation for the measuring real time cell cytotoxicity utilizing different assay platforms essential for assessment of efficacy of cancer vaccines and immuno-oncology combination therapies in pre-clinical models that will eventually be translated to in vivo and clinical trials. The goal of the Center for Immuno-Oncology is to investigate the immunological aspects of human cancer with respect to the development of cancer vaccines for clinical trials and therapies. Therefore, the service maintenance contract for the ExCELLigence RTCA MP is required so that the labs may continue to perform analysis of critical samples and cell-based therapeutics. Alligent. is the only vendor that can perform repairs to this instrument because they are the sole provider of this innovative technology. The ExCELLigence RTCA MP is sold directly from Agilent Technologies..

### 2.0 TYPE OF ORDER

This is a firm fixed-price purchase order.

### 3.0 SPECIAL ORDER REQUIREMENTS

#### 3.1 PREVENTIVE MAINTENANCE

The Contractor shall perform 1 planned preventive on site maintenances during the contract period. Technically qualified factory-trained personnel shall perform Service. Service shall consist of a thorough cleaning, calibration, adjusting, inspection, and testing of all equipment in accordance with the manufacturer's latest established service procedures. All equipment shall be operationally tested through at least one (1) complete operating cycle at the end of the preventive maintenance inspection to assure optimum and efficient performance.

#### 3.2 EMERGENCY SERVICE

On-site, emergency repair service visit shall be provided during the term of this contract at no additional cost to the government. Emergency service shall be provided during normal working hours, Monday through Friday excluding Federal Holidays. Vendor will provide preferred response to resolve service needs. Upon receipt of notice that any part of the equipment is not functioning properly the Contractor shall within provide a one initial followed by on-site response a qualified factory-trained service representative to inspect the equipment and perform

## STATEMENT OF WORK

all repairs and adjustments necessary to restore the equipment to normal and efficient operating condition. Emergency service calls shall not replace the necessity for planned preventative maintenance. All labor and travel will be included.

### 3.3 REPLACEMENT PARTS

The Contractor shall furnish all required replacement parts at no additional cost to the Government, with the exception of consumables. Normal wear and tear items such as liners, seals, and tubing are included when needed for repair. Parts shall be new to original equipment specifications.

### 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 for trouble-shooting for the instrument and clinical application support. Vendor can provide remote service support for requests and diagnosis.

### 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 base period of performance shall be for twelve (12) months from 8/1/24 to 7/31/25.

### 3.7 PERSONNEL QUALIFICATIONS

Technically qualified factory-trained personnel shall perform service to Agilent xCelligence RTCA MP S/N 28-1-1309-1552-7 and S/N 29-1-1605-1258-0, 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

Onsite services shall be performed at the following location:

## STATEMENT OF WORK

NIH, NCI, CIO  
POC: Ling Zhang [ling.zhang@nih.gov](mailto:ling.zhang@nih.gov)  
Biologist  
Center for Immuno-Oncology  
10 Center Dr. Bldg. 10-CRC Rm. 5B39  
Bethesda, MD 20892-1203  
240.858.3249

### 5.0 PAYMENT

Payment shall be made **(Quarterly)**. 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).
  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

## STATEMENT OF WORK

- (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.
- 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.

## STATEMENT OF WORK

### 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.