

Posting Date: July 12, 2024

Closing Date: July 21, 2024 11:30 a.m. ET

Reference Number: 24-033138

To: NCI Bid Board

From: Christine Buntz
NCI CCR P-ARC
christine.buntz@nih.gov

Subject: NCI Bid Board Posting for a Silver CrossLab Service Agreement for the Seahorse XFe96 Analyzer Instrument for The Pediatric Oncology Branch. POP: 08/01/2024 to 07/31/2025.

The National Cancer Institute Division of The Pediatric Oncology Branch is dedicated to improving outcomes for children and young adults with cancer and genetic tumor predisposition syndromes. We conduct translational research that spans basic science to clinical trials. Our clinical studies are performed in an environment that supports our patient's medical and emotional needs, alongside cutting edge scientific research.

The primary objective of this is to purchase a Service Agreement for the Agilent Seahorse XFe96 Analyzer instrument. This service contract is necessary for the continuous proper function of the instrument. Key cellular functions, such as mitochondrial respiration and glycolysis can be interrogated from the data. The analyzer also performs compound drug addition and mixing allowing investigators to study the effects of drugs on specific cells. Authorized Service on this instrument is only available through Agilent Technologies Inc. It is prudent to obtain a service agreement through Agilent Technologies to ensure that the instrument continues to run optimally to produce the sensitive data it provides.

The National Cancer Institute plans to purchase a Silver CrossLab Service Agreement for the Seahorse XFe96 from Agilent Technologies Inc, Wilmington, DE 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 July 21, 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:

Agilent Technologies Inc is the sole manufacturer of the Seahorse XFe96 and service provider. Agilent technicians are trained and certified for all Agilent manufactured equipment and is the only vendor that can perform repairs, provide replacement parts, and maintenance to all their instruments. Market research was conducted, and vendors were contacted however due to the specifications in the SOW and the specifications regarding this instrument no other vendor was able to 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.

REQUEST FOR QUOTATION <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 1	PAGES 1
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1. REQUEST NUMBER	2. DATE ISSUED 07/12/2024	3. REQUISITION/PURCHASE REQUEST NUMBER 24-033138	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
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5a. ISSUED BY NIH/NCI-CCR P-ARC	6. DELIVER BY (Date) 08/01/2024
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5b. FOR INFORMATION CALL (NO COLLECT CALLS)		7. DELIVERY
NAME	TELEPHONE NUMBER	<input type="checkbox"/> FOB DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule)

Christine Buntz, Purchasing Agent	AREA CODE 240	NUMBER 760-6456	9. DESTINATION
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8. TO:		a. NAME OF CONSIGNEE Miki KASAI 240-858-3407
a. NAME	b. COMPANY Agilent Technologies Inc	b. STREET ADDRESS 9000 Rockville Pike Bldg 10 RM 1-3888

c. STREET ADDRESS 2850 Centerville Road	c. CITY Bethesda
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d. CITY Wilmington	e. STATE DE	f. ZIP CODE 19808-1610	d. STATE MD	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) 07/21/2024	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.
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11. SCHEDULE (Include applicable Federal, State and local taxes)

ITEM NUMBER (a)	SUPPLIES/SERVICES (b)	QUANTITIES (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
001	Crosslab Silver Service Seahorse XFe96 Analyzer S/N#: 410275 POP: 08/01/2024 - 07/31/2025 Notice of Intent: If submitting a capability statement, please e-mail only 1 copy of the technical capability statement to: Christine Buntz @ christine.buntz@nih.gov See attached statement of work. This will be awarded as a Firm-Fixed Price Contract		1 ea	0.00	\$0.00

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS	
				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. STREET ADDRESS		a. NAME (Type or print)	b. TELEPHONE
c. COUNTY			AREA CODE

d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)	NUMBER
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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 the following equipment:

- one (1) Agilent Seahorse XFe96 Analyzer
Serial Number: 410275
Service Level: Agilent CrossLab Silver Equivalent

All maintenance services shall be performed on-site in accordance with the Original Equipment Manufacturer's (OEM) most current standard commercial maintenance practices. The National Cancer Institute (NCI), Center for Cancer Research (CCR), Pediatric Oncology Branch (POB) requires preventative maintenance and emergency services for the one (1) government-owned Agilent Seahorse XFe96 Analyzer to maintain optimal performance of this equipment. This instrument is used by the research staff to measure the oxygen consumption rate (OCR) and the extracellular acidification rate (ECAR) of living tumor cells in 96-well plates. With this instrument, the POB investigators determine key cellular functions, such as mitochondrial respiration and glycolysis, to study the effects of drugs on specific cancer cells

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 one (1) planned preventative maintenance visit during each 12-month performance period. Technically qualified factory-trained personnel shall perform this preventative maintenance 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 preventative maintenance inspection to assure optimum and efficient performance. All maintenance services shall be performed by original equipment manufacturer (OEM) certified personnel. Fees for labor, travel, and preventative maintenance replacement components shall be included at no additional cost to the Government. A report indicating the work performed shall be provided to NCI's Technical Point of Contact (TPOC) within three (3) business days of completion. The report shall be provided in electronic format (Word or PDF file).

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3.2 EMERGENCY SERVICE

The Contractor shall perform unlimited on-site, emergency repair service visits related to instrument failure as needed during the term of this contract. All labor and travel for these services shall be included in the fixed price of this order, and no additional costs shall be accepted under this order.

Emergency service calls shall not replace the necessity for planned preventative maintenance. Emergency services shall be provided during normal business hours, Monday – Friday, 8:00 a.m. – 5:00 p.m. Eastern Standard Time, excluding Federal public holidays as defined by 5 U.S.C. 6103. Information on observed holidays may be located at the OPM website:

<https://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays/>

Upon receipt of a complaint that any part of the equipment is not functioning properly, the Contractor shall provide a response within one (1) hour acknowledging receipt of the complaint. If a complaint is made outside of the business hours established in this section, the Contractor shall provide a response within one (1) hour of the start of the next business day.

The Contractor shall provide an on-site response within three (3) business days after receipt of the complaint. A qualified factory-trained service representative shall be dispatched to inspect the malfunctioning instrument and perform all repairs and adjustments necessary to restore the instrument to normal operating condition. If a complaint is made outside of business hours, the Contractor shall provide an on-site response within three (3) business days from the start of the next business day.

Within three (3) days of the completion of any emergency repair services performed, the contractor shall provide a brief report to the TPOC stating the equipment malfunction that occurred, the repair efforts, and the duration that was required to restore the equipment to operation. The report shall be provided in electronic format (Word or PDF file).

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. Upon identification of required parts, they shall be delivered within 24 hours, or the following business day should the request fall on a Friday or preceding a Federal Holiday. If parts will take longer than 24 hours to be delivered for any reason, the Contractor must provide the TPOC with a notification stating the reason and estimated delivery timeframe immediately upon identification of delivery delay.

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 troubleshooting of the operating systems, at no additional cost to the

STATEMENT OF WORK

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. Installation of any software/updates shall be performed by a factory trained technician. The Contractor shall provide an electronic report to the TPOC per the within one (1) day after successful performance of software updates. This report must also include the reason for the updates, and any effect it may have on equipment operation.

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 8/01/2024 to 07/31/2025.

Only technically qualified factory-trained personnel shall perform service to Agilent Seahorse XFe96 Analyzer, located on the NIH main campus, Bethesda, MD, 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.

3.7 PERSONNEL QUALIFICATIONS

Only technically qualified factory-trained personnel shall perform service to the Agilent Seahorse XFe96 Bioanalyzer located in Bldg10CRC, Rm. 1-3889, 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:

NIH, NCI,
10 Center Dr
Bldg10CRC, Rm. 1-3889
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:

STATEMENT OF WORK

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.

- 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.

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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)

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

STATEMENT OF WORK

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.