

Posting Date: June 14, 2024

Closing Date: June 23, 2024 11:30 a.m. ET

Reference Number: 24-034238

To: NCI Bid Board

From: Christine Buntz  
NCI CCR P-ARC  
[christine.buntz@nih.gov](mailto:christine.buntz@nih.gov)

Subject: NCI Bid Board Posting for a Silver CrossLab Service Agreement for the Seahorse XF Pro XF Pro Cell Analyzer Instrument for the Center for Immuno-Oncology (CIO) POP: 07/01/2024 to 06/30/2025.

The National Cancer Institute Division of The 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 purchase of the Silver Crosslab Seahorse XF Pro Service is essential because the Seahorse XF Pro instrument is used for the evaluation of cellular metabolism in animal models and human xenograft models. Various combination immunotherapies are administered, evaluating tumor tissues to test for cancer in various cell types. The goal of the Center for Immuno Oncology is to investigate the tumor tissues (primary and metastasis) and blood cells for the presence and functionality of various immune cell types. Therefore, the service maintenance contract for the Seahorse XF Pro is required so that the labs may continue to perform analysis of critical samples and cell based therapeutics. Agilent is the only vendor that can perform repairs to this instrument because they are the sole provider of this innovative technology.

The National Cancer Institute plans to purchase a Silver Crosslab Service Contract for the Seahorse XF Pro Instrument 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 if the party can fully meet this requirement. The capability statement must be received in the contracting office by 11:30 AM on June 23, 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:

A service maintenance contract for the Seahorse XF Pro 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. Agilent is the only vendor that can perform repairs to the instrument because they are the sole provider. Agilent technicians are the only technicians that are certified and trained to handle Agilent manufactured equipment and the Seahorse XF Pro is sold directly from Agilent Technologies. Market research was conducted and vendors were contacted however, there were no vendors that could meet the requirements.

Attached Documents:

SF18

Statement of Work

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment. 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> (THIS IS NOT AN ORDER)		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 06/14/2024	3. REQUISITION/PURCHASE REQUEST NUMBER 24-034238	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) 07/01/2024
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5b. FOR INFORMATION CALL (NO COLLECT CALLS)		7. DELIVERY
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NAME  Christine Buntz, Purchasing Agent	TELEPHONE NUMBER		<input type="checkbox"/> FOB DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule)
	AREA CODE 240	NUMBER 760-6456	

8. TO:		9. DESTINATION
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a. NAME	b. COMPANY Agilent Technologies	a. NAME OF CONSIGNEE Sofia GAMEIRO 240-858-3439
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c. STREET ADDRESS 2850 Centerville Road	b. STREET ADDRESS 9000 Rockville Pike Bldg 10 RM 5B46
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d. CITY Wilmington	c. CITY Bethesda
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d. 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) 06/23/2024	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)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
001	CrossLab Silver Service S/N #: US00450285 Seahorse XF Pro XF Pro Cell  POP: 07/01/2024 to 06/30/2025  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. 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 an Agilent Seahorse XF Pro Analyzer.1 system. This highly automated cell metabolism analyzer system is utilized by multiple members of the Center for Immuno-Oncology for acquisition and analysis of cellular metabolism. A major effort in our laboratory is the study of novel combinations of immunotherapies. These studies are being conducted in vivo in animal models, both with murine tumor models and in human xenograft models. To understand the changes that are taking place at the tumor site when various combination immunotherapies are administered, our laboratory evaluates tumor tissues (primary and metastasis) and blood cells for the presence and functionality of various immune cell types. Moreover, the phenotype of the tumor is also assessed. These studies require the analysis of the functionality and metabolic fitness of tumor cells and multiple immune cell types. Such evaluation is currently being performed utilizing the Agilent Seahorse XF Pro Analyzer. All maintenance services shall be performed on-site in accordance with the manufacturer's standard commercial maintenance practices.

### 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 preventive maintenances during the contract period. Technically qualified Agilent certified engineers shall perform Service. Service shall cover the entire system and include:

- Unlimited telephone support, hardware/software
- 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 (If we can't fix it, we'll replace it)

#### 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

## STATEMENT OF WORK

hours, Monday through Friday excluding Federal Holidays. Upon receipt of notice that any part of the equipment is not functioning properly the Contractor shall within provide a one (1) hour initial response with a four (4) hour on-site response a qualified factory-trained service representative to inspect the equipment and perform 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. 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 base period of performance shall be for twelve (12) months from 07/01/2024 to 06/30/2025.

### 3.7 PERSONNEL QUALIFICATIONS

Technically qualified factory-trained personnel shall perform service to Agilent Seahorse XF Pro Analyzer, 10 Center Drive, MSC 1750, Bldg. 10, Room 5B42, 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.

## STATEMENT OF WORK

### 4.0 PLACE OF PERFORMANCE

Onsite services shall be performed at the following location:

NIH, NCI,  
10 Center Drive  
Bldg 10, Room 5B42  
  
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: Agilent Technologies, Inc., 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.
- 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

## STATEMENT OF WORK

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.