

# OFFICE OF PURCHASING, TRAVEL AND FLEET MANAGEMENT SOLE SOURCE DETERMINATION (SSD)

# (TO BE SUBMITTED TO OPTFM UPON COMPLETION OF RFIN)

# AGENCY CONTACT INFORMATION SUBMITTING SOLE SOURCE DETERMINATION

| Agency Name: _   | Jackson State Unive    | rsity                                  |                             |  |             |  |  |
|--|------------------------|--|-----------------------------|--|-------------|--|--|
| Agency Contact:  | Victor Ogungbe         |  | _Phone:                     | 601-979-3719                           |             |  |  |
| Agency Contact I   | Email Address:         | ifedayo.v.ogungl                       | ifedayo.v.ogungbe@jsums.edu |  |             |  |  |
|  |                        |  |                             |  |             |  |  |
|  | EINFORMATION (         | Part A)                                |                             |  |             |  |  |
| Vendor: Agile  | ent Technologies Inc   |  |                             |  |             |  |  |
| Vendor Contact:_   | Ayushi Singh/Ghir      | mai Meresi                             | Phone                       | e: 800 227 9770 Option 3, 1 7648#      |             |  |  |
| Vendor Contact I   | Mailing Address: 285   | 0 Centerville Road, Wi                 | lmington DE                 | 19808-1610, United States              |             |  |  |
| Vendor Contact 6   | Email Address:         | tradeservices@agiler                   | nt.com                      |  |             |  |  |
| Vendor Contact F   | Fax Number:            | 1-302-993-5963                         |                             |  |             |  |  |
| Date Form Submitted: 6/5/2019 Commodity: Model NMR500 Repair |                        |  |                             |  |             |  |  |
|  | n/Information:         |  |                             |  |             |  |  |
| Total Value \$   | 8,243.00               |  |                             |  |             |  |  |
| QUALIFYING I   | NFORMATION (Pa         | ert B)                                 |                             |  |             |  |  |
| Were any objecti   | ons to the sole sourc  | e determination recar                  | rdina this co               | mmodity received by the Agency?        |             |  |  |
|  | ⊠ NO                   |  |                             | minuted by the rigority.               |             |  |  |
|  | gency appeal to PPF    | RB? DYES                               |                             | <b>1</b>                               |             |  |  |
| • •  | tcome of the appeal t  |  |                             |  | A.          |  |  |
| Wildt Was life Ou  | icome or me appears    | OFFRD:                                 |                             |  |             |  |  |
|  |                        |  |                             |  | <del></del> |  |  |
|  |                        | ************************************** |                             |  |             |  |  |
| ,,,  |                        |  |                             |  |             |  |  |
| #15 A man and man = 2  |                        |  |                             |  |             |  |  |
| u agency recen   | reu no objections to s | ule source determina                   | шоп, сотрк                  | ete entire form and submit with P-1 Re | aduest.     |  |  |

\*If Agency received no objections to sole source determination, complete entire form and submit with P-1 Request.

If PPRB approval received, please complete the remainder of this form and submit with P-1 Request. If PPRB did not approve, the Agency is required to submit the procurement of the commodity to an advertised competitive bid or selection process. Once competitive bid or selection process is complete, attach this form (SSD) as an internal attachment to P-1 request and do not complete (Part C).

# PPRB APPROVAL RECEIVED (Part C)

| vvnat efforts were made by the Agency to determine that the proposed provider is the only entity that can provide the                    |
|--|
| commodity needed?  |
| The proposed entity is one of only two manufacturers of 500 MHz NMR worldwide, and their service engineers are the only engineers        |
| that have the knowledge and experience to troubleshoot and repair the Varian equipment, Engineers from the other vendor/manufacture      |
| not authorized to work on Agilent Varian NMR Systems. So, a competing quote cannot be obtained.  |
|  |
| What efforts were made to ensure the best possible price for the commodity was obtained?   |
| Jackson State asked for remote technical assistance from Agilent - so that the resason for system malfunction can be determined - before |
| service request is made. Agency contact asked Agilent for the best possible discounts and service options. The quoted price              |
| is consistent with prices provided in the past.  |
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|  |
| Why is the commodity the only one that can meet the needs to the Agency?   |
| This is because Agilent is the only vendor of the Varian 500 MHz system, and Jackson State does not have any other NMR system            |
| that can support our educational and research programs.  |
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| Why is the amount expended for the commodity reasonable?   |
| The quoted amount is reasonable because NMR systems are very complicated instrument. It requires a great deal of technical know-h        |
| and experience to be able to repair them. Agitent enjoys very little competition.  |
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# The following items must be attached to your P-1:

- 1. Letter from Agency head, or designee, outlining the results of the procedures that have been detailed above.
- 2. Copy of SSD form and any accompanying documents.
- 3. Copy(s) of OSS, if applicable.
- 4. Original quote, signed by Vendor. Electronic quotes do not require the signature of the Vendor. See 31-7-13(b) or 3.108.03.1 of Procurement Manual.



**Customer Contact:** 

Jackson State University 1400 Lynch St JACKSON MS 39217 USA

Victor Ogungbe j00733696@jsums.edu 2562263564

Invoice To:

Jackson State University 1400 Lynch St JACKSON MS 39217 USA

Delivery Site:

Jackson State University 1400 Lynch St JACKSON MS 39217 USA

Location:

Room

Bldg

Lab

Dept

Quote for onsite service to troubleshoot and repair NMR system. No parts are included in this quote. Ghirmaî

applications and workflows. Visit us at www.agilent.com/chem

Agilent Technologies Inc 5301 Stevens Creek Blvd Santa Clara CA 95051 United States Federal Tax ID: 77-0518772

Beneficiary Bank: Bank of America SWIFT: B0FAUS3N

Beneficiary Account: 12331-31561 Beneficiary Name: Agilent Technologies Inc

Learn more about Agilent's Special Offers, Products, Services and our full range of laboratory productivity solutions optimized for your

Agilent Technologies Inc. Tel: 800 227 9770 Option 3, 1 7648# 2850 Centerville Road Fax: 1-302-993-5963

Email: tradeservices@agilent.com Website: www.agilent.com/cham

# TELLIO CHETTALEN/COLOTOTATELOTAL

Wilmington DE 19808-1610

**United States** 

| Budgetary Quotation                   | Budgetary Quotation Date:   |
|---------------------------------------|---|
| Number: 3000331217                    | May 24, 2019  |
| Model Number:                         | Model Description:  |
| NMR500                                | Model NMR500  |
| Serial Number:                        | Quotation Expiration Date:  |
| MR0812W042                            | June 23, 2019   |
| Payment Terms:<br>Net 30 days         | Acceptance Method for<br>Quotation:<br>Purchase Order or Credit<br>Card |
| Service Request Number:<br>8102490033 |   |

Direct Inquiries to:

Contact Name: Contact Email: AFO Quotes team

Contact Telephone:

tradeservices@agilent.com 8002279770 3/1/7648

Contact Fax:

3029935963

ORIGINAL

Budgetary Quotation Number: 3000331217

Budgetary Quotation Date: May 24, 2019

The sale of all Services and Spare Parts referenced in this Quotation is subject to the then current version of Agilent's Service Terms ("Terms")

(https://www.agilent.com/en-us/services/e16s-us-canada-mexico) for Services and to the Agilent's Terms of Sale ("Terms") (https://www.agilent.com/en-us/services/e16s-us-canada-mexico) for Spare Parts, or Occasional Reseller Terms of Sale ("Terms") and other applicable terms referenced herein. A copy of the Terms is either attached or has been previously provided to you. Please contact us if you have not received a copy or require an additional copy. If you have a separate agreement in effect with Agilent covering the sale of Services and Spare Parts referenced in this Quotation, the terms of that agreement will take precedence for those Services and Spare Parts. Agilent expressly objects to any different or additional terms in your purchase/sales order documentation, unless agreed to in writing by Agilent. Spare Parts and Service availability dates are estimated at the time of the Quotation. Actual delivery dates or delivery windows will be specified at the time Agilent acknowledges and accepts your purchase order. The above conditions shall apply to the fullest extent permitted by the law. You may have other statutory or legal rights available. Commodities, technology or software exported from the United States of America ("U.S.") or from other exporting countries will be subject to the U.S. Export Administration Regulations and all exporting countries' export laws and regulations. Diversion contrary to U.S. law and the applicable export laws and regulations is prohibited. Warranty: Unless otherwise indicated herein, Spare Parts referenced in this Quotation will receive a 90 day replacement warranty. Replaced parts will become the property of Agilent.

Budgetary Quotation Date: May 24, 2019

Service Request Problem Description: Standard quote: No NMR signal

# Service Request Quote Description:

| ltem<br># | Item   | Description | Charge Type      | Oty / Hour | Unit Price                | Total Price<br>(USD) |
|-----------|--------|-------------|------------------|------------|---------------------------|----------------------|
| 1000      | REPAIR | Repair      | Trail Charge     | 1.00       | 1,889.00                  | 1,889.00             |
| 1000      |        |             | Labor Charge     | 6.00       | 459.00                    | 2,754.00             |
| 1000      |        |             | Zone Uplift      | 1.00       | 3,600.00                  | 3,600.00             |
| 1000      |        |             | Service Subtotal |            |                           | 8,243.00             |
|           |        |             |                  |            | Total Price<br>before Tax | 8,243.00             |
|           |        |             |                  |            | Sales Tax<br>0.000%       | 0.00                 |
|           |        |             |                  |            | Total Price               | 8 243 00             |

### Additional Information:

If you have chosen priority response and Agilent is unable to deliver on this 2-4 day response, you will be charged the lower standard rate for the TRAIL charge plus any additional labor required to repair the instrument.

The parts quoted are only an estimate based on the problem description or troubleshooting, the final invoice will reflect the actual parts used.

See the Note section of this quote for more details.

Budgetary Quotation Date: May 24, 2019

## Customer Signature:

| Customer Name:        | Customer Signature:            | Date:           | Purchase Order: |  |
|-----------------------|--------------------------------|-----------------|-----------------|--|
| Customer Billing Addr | ess(please populate if differe | ent from Invoic | e-To above):    |  |
|                       |                                |                 |                 |  |
|                       |                                |                 |                 |  |
|                       |                                |                 |                 |  |
|                       |                                |                 |                 |  |

#### Note:

For Budgetary Purposes Only. Prices are subject to change without notice.

\*TRAIL quotation: (On demand services)

- \* TRAIL Charge Up to 2 hours initial labor and travel up to 100 Miles. Please be advised of the other TRAIL responsetimes you can choose:
- \* Priority Response, 2-4 days response time
- \* Standard Response, 6 or more days response time
- \* Labor in excess of the 2 hours will be charged at labor rate 459.00 per hour.
- \* Please request a copy of the Agilent On-Demand Services for additional information on Agilent On-Demand services.
- \* For payment, please contact us at any of the methods listed above in the Direct Inquiries to: section. For Credit Card Payment, please contact us by phone.
- \* If an order for service is not placed within 30 days from the budgetary quotation date, then a new budgetary quotation will be issued. (If required)
- \* If additional parts, consumables, or supplies are required, the current list price will be charged for them. Parts used for repairs, where the instrument is passed its end of service dates, are contingent upon availability.
- \* Unless otherwise indicated herein, products referenced in this document will receive a 90 day replacement warranty.
- \* If a refurbished/exchanged part becomes unavailable, the new part will be substituted which will increase the price.