

Posting Date: October 27, 2020

Closing Date: November 6, 2020 11:30 a.m. ET

Reference Number: 21-000994

To: NCI Bid Board

From: Tanika Crossen
NCI P-ARC Program Analyst
crossent@nih.gov

Subject: NCI Bid Board Posting – Service Maintenance Agreement for Leica SP8 Laser Scanning Confocal Microscope with white light laser and Falcon

The Laboratory of Cellular and Molecular Biology (LCMB) has a long and distinguished history in the study of signal transduction mechanisms that control normal cell growth and, when altered, lead to malignant transformation. Through the 1980s and 1990s many critical signaling molecules including growth factors, growth factor receptors and intracellular transduction molecules were first identified and characterized in the LCMB. The mission of LCMB remains focused on performing cutting-edge, world-class research in this field of biology, and important discoveries continue. The Laboratory of Cellular and Molecular Biology (LCMB) requires acquisition to procure maintenance/repair services from Leica Microsystems. The objective of the acquisition is to maintain the operability of the NCI owned Leica SP8 WLL2 TAN Laser Scanning Confocal Microscope. This project consists of a 6-month contract for maintenance and repair of the NCI owned Leica SP8 WLL2 TAN Laser Scanning Confocal Microscope.

Sole Source Justification:

Based on these specifications required by the LCMB, it was determined that the Premium care contract for SP8 WLL2 TAN service from Leica Microsystems Inc. Leica Microsystem Inc is the original equipment manufacturer (OEM) of this system and is the only company that can provide OEM parts and supply service personnel fully trained by Leica factory personnel with a guaranteed response time. A guaranteed response for on-site service is needed to prevent time lost due to inoperability of the system. Without a proper maintenance agreement, the system would become inoperable resulting in the loss of work hours on the experiments the system supports, while possibly jeopardizing said experiments. Leica Microsystems Inc guarantees on-site service of this instrument within 1-2 business days and provides immediate, unlimited access to a technical help line for trouble shooting of the operating systems during normal business hours, at no additional cost to the Government.

Attached Documents:

SF18

Statement of Work

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

FAR Clause 52.213-4 Simplified Acquisitions Terms and Conditions (AUG 2019) is applicable and available in full text upon request

REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)	THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE	PAGE 1 OF 1 PAGES 1
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1. REQUEST NO. 21-000994	2. DATE ISSUED 10/27/2020	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
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5a. ISSUED BY NCI CCR Purchasing Administrative Resource Center	6. DELIVER BY (Date)
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5b. FOR INFORMATION CALL (NO COLLECT CALLS)	7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)	9. DESTINATION
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NAME Tanika Crossen, Program Analyst	TELEPHONE NUMBER AREA CODE NUMBER 301 480-0602	a. NAME OF CONSIGNEE NIH, NCI
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8. TO:	b. STREET ADDRESS
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a. NAME	b. COMPANY Leica Microsystems	c. CITY Bethesda	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)	IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please 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 services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.
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11/6/2020 11:30 EST

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	Service Maintenance Agreement for Leica SP8 Laser Scanning Confocal Microscope with white light laser and Falcon Notice of Intent: If submitting a capability statement, please e-mail only 1 copy of the technical capability statement to Tanika Crossen @ crossent.mail.nih.gov See attached statement of work This will be awarded as a Firm-Fixed Price Contract.				

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

STATEMENT OF WORK

1.0 SCOPE

The Contractor shall provide all labor, material and equipment necessary to maintain and provide preventive maintenance for the government owned Leica SP8 WLL2 TAN Laser Scanning Confocal Microscope with Falcon (decal # 01963841, ID# 81-920) for the period November 26, 2020 to May 25, 2021 via a Premium Care Contract. This microscope is used capturing images for basic research in NCI CCR. All maintenance services shall be performed on-site in accordance with the manufacturer's standard commercial maintenance practices. Note: the Falcon upgrade is under warranty throughout the duration of this contract.

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 maintenance 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. Telephone calls will be accepted during working hours from 9:00am to 5:00pm EST. 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. A qualified factory-trained service representative will be on-site within 1-2 business days 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 objectives, 3rd party and consumable parts, such as batteries and light bulbs. All other SP8 and WLL2 components shall be fully covered for parts and labor. Parts shall be new or remanufactured to original equipment specifications. Parts will be delivered the earliest possible date.

STATEMENT OF WORK

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 technical telephone support for trouble-shooting for the instrument and application support (M-F 9am-5pm), 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 six (6) months from 11/26/2020 to 5/25/2021.

3.7 PERSONNEL QUALIFICATIONS

Technically qualified factory-trained personnel shall perform service to Leica SP8 WLL2 TAN Laser Scanning Confocal Microscope 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

On-site services shall be performed at the following location:

NIH, NCI, CCR, LCMB
37 Convent Dr
Building 37 Room 2033B2
Bethesda, MD 20892

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

As prescribed in 4.2105(a), insert the following provision:

REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

(a) Definitions. As used in this provision—

Covered telecommunications equipment or services, Critical technology, and Substantial or essential component have the meanings provided in clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing—

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Representation. The Offeror represents that—

It [] will, [] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(d) Disclosures. If the Offeror has responded affirmatively to the representation in paragraph (c) of this provision, the Offeror shall provide the following information as part of the offer—

- (1) All covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
- (2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;
- (3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and
- (4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)