

Posting Date: April 29, 2021

Closing Date: May 10, 2020 11:30 a.m. ET

Reference Number: 21-029854

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 goals of the seven LCMB investigators cover a wide range of questions. They focus on defining signaling components and pathways and understanding their regulation. The relationship of signaling to cellular growth and death, transcriptional regulation, mitosis, cellular differentiation and organogenesis, cell adhesion, motility and chemotaxis are more complex topics under investigation. Alterations in signaling leading to oncogenesis, unregulated growth and metastasis are also studied. In all cases the goal LCMB hopes to achieve is outstanding, innovative and high-impact science.

This project consists of a 6-month contract for maintenance and repair of the NCI owned Leica SP8 WLL2 TAN Laser Scanning Confocal Microscope. The purpose of this acquisition is 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.

**Sole Source Justification:**

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.

**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 2020) is applicable and available in full text upon request.

<b>REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)</b>	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. 21-029854	2. DATE ISSUED 4/29/2021	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)
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NAME Tanika Crossen, Program Analyst	TELEPHONE NUMBER AREA CODE NUMBER 301 480-0602	9. DESTINATION a. NAME OF CONSIGNEE NIH, NCI
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8. TO: a. NAME	b. COMPANY Leica Microsystems	b. STREET ADDRESS
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c. STREET ADDRESS	c. CITY Bethesda
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d.. CITY	e.. STATE MD	f.. ZIP CODE 20892	d.. STATE	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) 11/6/2020 11:30 EST	<b>IMPORTANT:</b> 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. SCHEDULE (Include applicable Federal, State and local taxes)**

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	Service Maintenance Agreement for Leica SP8 Laser Scanning Confocal Microscope with white light laser and Falcon, 1-year  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  are not attached.

13. NAME AND ADDRESS OF QUOTER	14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION	15. DATE OF QUOTATION
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a. NAME OF QUOTER	16. SIGNER	
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b. STREET ADDRESS	a. NAME (Type or print)	b. TELEPHONE AREA CODE
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c. COUNTY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)	NUMBER
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# 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) 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, 3<sup>rd</sup> 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 (12) months.

### 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

## STATEMENT OF WORK

### 5.0 PAYMENT

7. Payment of the total price, \$18579.18, to be paid in arrears quarterly in installments of \$9289.59. This price is the same as what was given to us the last time.

Payment schedule:

08/25/2021 a payment of \$9289.59 is due

11/25/2021 a payment of \$9289.59 is due

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 (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.\*

## STATEMENT OF WORK

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

- 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

## STATEMENT OF WORK

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.

**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)