

Posting Date: October 02, 2024

Closing Date: October 12, 2024, 11:30 a.m.

ET Reference Number: 25-000100

To: NCI Bid Board

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

Subject: NCI Bid Board Posting – Service for the Leicia Stellaris 5 Confocal Microscope for the Lymphoid Malignancies Branch.

The National Cancer Institute Division of The Lymphoid Malignancy Branch has been an exemplar of translational research. Its investigators combine basic research, preclinical investigation, and drug development with innovative, therapeutic clinical trials that have as their scientific basis fundamental research performed in the Branch. Primary interests of the Branch concern the identification of abnormalities to the regulation of the immune response and the definition of molecular disorders that underlie lymphoid malignancies. The fundamental laboratory-based studies concern molecular biology of human lymphoid malignancies (Louis Staudt); the Staudt Laboratory uses genomic approaches to establish a molecular diagnosis of lymphoid malignancies and to discover new targets for therapy of these diseases.

The primary objective of this service agreement is to purchase a Service Agreement for the Leicia Stellaris 5 Confocal Microscope that guarantees 24-hour emergency support and repair services that uses OEM parts. This service contract is necessary through the Manufacturer of said equipment for the continued service to our facility and to maintain the highest level of accuracy with prior data already saved to provide uninterrupted support in the research. The Stellaris 5 Confocal Microscope is a shared resource which provides data using the confocal light which identifies therapeutic vulnerabilities in lymphoid malignancies using in vivo and in vitro models and whole genome CRISPR screens of lymphoma cell lines. It is critical to obtain a service agreement through Leicia Microsystems to ensure that the instrument continues to run optimally to produce the sensitive data it provides for cancer research.

The National Cancer Institute plans to purchase a maintenance agreement for the Stellaris 5 Confocal Microscope from Leica Microsystems Inc, Deerfield, IL 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 October 12, 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:

Leica Microsystems Inc is the sole manufacturer of the Stellaris 5 Confocal Microscope. This service is required through the Manufacturer of said equipment for continued service to our facility and to maintain the highest level of accuracy with data already obtained from the Stellaris 5 Confocal Microscope. Market research was conducted, and vendors were contacted, however there were no vendors that could meet the requirement.

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.

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. REQUEST NUMBER	2. DATE ISSUED	3. REQUISITION/PURCHASE REQUEST NUMBER			4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING		
5a. ISSUED BY NIH/NCI-CCR P-ARC		25-000100			6. DELIVER BY (Date) 11/10/2024			
NAME Christine Buntz, Purchasing Agent		5b. FOR INFORMATION CALL (NO COLLECT CALLS)			7. DELIVERY			
		TELEPHONE NUMBER	AREA CODE	NUMBER	<input type="checkbox"/> FOB DESTINATION	<input checked="" type="checkbox"/> OTHER (See Schedule)		
		240	760-6456	9. DESTINATION				
		8. TO:			a. NAME OF CONSIGNEE Ryan YOUNG 240-858-3555			
a. NAME		b. COMPANY Leica Microsystems Inc			b. STREET ADDRESS 9000 Rockville Pike Bldg 10 RM 4N107			
c. STREET ADDRESS 10 Parkway North Ste 300					c. CITY Bethesda			
d. CITY Deerfield		e. STATE IL	f. ZIP CODE 60015-2526	d. STATE MD	e. ZIP CODE 20892			
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 10/12/2024		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.						
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	Service Agreement for the Stellaris 5 Premium Care & Premium Plus Care S/N #: 8200000644 Equip #: 13182792 POP: 11/10/2024 - 07/10/2025 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 <input type="checkbox"/> are <input type="checkbox"/> 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								
b. STREET ADDRESS				16. SIGNER				
c. COUNTY				a. NAME (Type or print)			b. TELEPHONE	
d. CITY		e. STATE	f. ZIP CODE	c. TITLE (Type or print)			AREA CODE	
17. AUTHORIZED FOR LOCAL REPRODUCTION Previous edition not usable								
STANDARD FORM 18 (REV. 6/1995) Prescribed by GSA-FAR (48 CFR) 53.215-1(a)								

STATEMENT OF WORK

1.0 SCOPE

The Contractor shall provide all labor, material, and equipment necessary to maintain and provide preventive maintenance for the following equipment: Leica Stellaris 5 Confocal Microscope Instrument (Equipment no: 13182792, Serial No. 8200000644). The Lymphoid Malignancies Branch focuses on to elucidate the mechanisms by which lymphomas develop and identify therapeutic vulnerabilities in lymphoid malignancies using in vivo and in vitro models and whole genome CRISPR screens of lymphoma cell lines. The lab employs a multipronged approach, with confocal light microscopy being an essential component. A Leica Stellaris 5 Confocal Microscope Instrument (Equipment no: 13182792, Serial No. 8200000644) is utilized for these efforts. 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. Services shall be performed by technically qualified factory-trained personnel. 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. 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. 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, with the exception of consumable

STATEMENT OF WORK

parts, at no additional cost to the Government. Parts shall be certified OEM parts that are new to original equipment manufacturer specifications. Parts shall be delivered within 24 hours, or the next business day should the request fall on a Friday or a day preceding a Federal Holiday.

3.4 SOFTWARE UPDATES/SERVICE

The Contractor shall ensure that software is updated with all major software update releases, all maintenance release/service pack updates, Legal/Regulatory mandated updates, reliability fixes to existing software, Firmware updates, and all other similar updates. The Contractor must also diagnose and mitigate issues between system software and hardware to ensure equipment is fully operational. 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 (24hrs/day, 7 days/week) for troubleshooting for the instrument, application, software, and operating system support (M-F 8am-9pm), excluding Federal holidays at no additional cost to the Government.

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 from 11/10/2024 to 07/10/2025.

3.7 PERSONNEL QUALIFICATIONS

Technically qualified factory-trained personnel shall perform service to Leicia Stellaris 5 Confocal Microscope Instrument (Equipment no: 13182792, Serial No. 8200000644) located at NIH, NCI, Lymphoid Malignancies Branch, Bldg. 10, Room 3B36, 10 Center Drive, Bethesda, MD, 20892, 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 DELIVERABLES

STATEMENT OF WORK

An PDF copy of the Field Service Report shall be sent electronically to Dr. Ryan Young within five (5) business days at the conclusion of the service.

5.0 PLACE OF PERFORMANCE

Onsite services shall be performed at the following location:

NIH, NCI,
Lymphoid Malignancies Branch
10 Center Dr
Bldg. 10, Room 3B36
Bethesda, MD 20892

6.0 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: 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.

STATEMENT OF WORK

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.
- 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:

STATEMENT OF WORK

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 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.