

Posting Date: December 5, 2024
Closing Date: December 15, 11:30 a.m. ET
Reference Number: 25-009325
To: NCI Bid Board
From: Tanika Graves
NCI/OA Procurement Branch
Contract Specialist gravesta@nih.gov

Subject: NCI Bid Board Posting – Service plan for Leica Microsystems Inc. Bond RXm Processing Module

The Collaborative Protein Technology Resource office requires a Leica Microsystems Bond RXm Processing Module service agreement.

The National Cancer Institute plans to purchase this service agreement from Leica Microsystems Inc., Deerfield, IL. This is not a request for a 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 December 15, 2024, ET. A determination by the Government not to compete with this requirement based upon responses to this notice is solely within its discretion. Information received will be considered exclusively to determine whether to conduct a competitive procurement.

Sole Source Justification:

The proprietary equipment can only be repaired and replaced by authorized field service engineers through the Leica Biosystems network.

Attached Documents:

SF18

Statement of Need

FAR Clause 52.213-4 Simplified Acquisitions Terms and Conditions (November 2024) applies and is 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 OF PAGES 1 1 | | | |
| 1. REQUEST NO. 25-009325 | | 2. DATE ISSUED 12/5/2025 | | 3. REQUISITION/PURCHASE REQUEST NO. | | 4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1 | | | |
| 5a. ISSUED BY NCI/CCR Office of Acquisition, Procurement Branch | | | | | | 6. DELIVER BY (Date) | | | |
| 5b. FOR INFORMATION CALL (NO COLLECT CALLS) | | | | | | 7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule) | | | |
| NAME Tanika Graves, Contract Specialist | | | TELEPHONE NUMBER AREA CODE NUMBER 301 480-0602 | | | 9. DESTINATION | | | |
| 8. TO: | | | | | | NIH, NCI | | | |
| a. NAME | | | b. COMPANY Leica Microsystems Inc. | | | b. STREET ADDRESS | | | |
| c. STREET ADDRESS | | | | | | c. CITY Bethesda | | | |
| d.. CITY | | | e.. STATE | | f.. ZIP CODE | | 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) | | | 12/15/2024 11:30 EST | | | | | 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. | |
| 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 plan for Leica Microsystems Bond RXm Processing Module Notice of Intent: If submitting a capability statement, please e-mail only 1 copy of the technical capability statement to Tanika.Graeves@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 | | | |
| 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 | | | | 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

SCOPE: Contractor shall provide all labor, material and equipment necessary to provide repair service for Leica Microsystems (Bond RXm Processing Module) instrument, Serial Number M494206. All maintenance service shall be performed on-site in accordance with the manufacturer's standard commercial maintenance practices or repaired at the contractors' headquarters with all parts and labor included. Field engineers shall have a minimum of three (3) years factory training and experience servicing Leica MicroSystems Inc instrumentation. Software updates and support (both technical and software) shall be provided to the government at no additional cost. All service requests will receive preferential consideration over service requests from other customers that are not under existing warranty or service contract with the vendor. Service will be provided in a timely manner with acknowledgement of service request within two (2) hours and will provide commercially feasible efforts to have a field service engineer repair the instrument within three (3) business days after a service request is made. All service requests will receive preferential consideration over service requests from other customers that are not under existing warranty or service contract.

Repair SERVICE: On-site, repair service visit shall be provided during the term of this contract at no additional cost to the government. The Services are available during the hours of 9am and 5pm within the time zone where the instrument resides, Monday through Friday, excluding holidays. A list of standard holidays will be provided to Customer upon request. Customer may contact the contractor via telephone during the hours of operation to report any malfunction of a Product. The contractor will acknowledge receipt of a service request within two (2) hours. If the service request cannot be resolved over the telephone, the contractor will dispatch its field engineer. Upon receipt of notice that any part of the equipment is not functioning properly the Contractor shall furnish 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. The contractor will use commercially reasonable efforts to have its field engineer arrive at the customer location within three (3) business days after the field engineer is dispatched. All service requests from customer will receive preferential consideration over service requests from other customers that are not under existing warranty or service contract. Contract covers the instrument in its entirety, unless specifically excluded in this contract. The contractor shall provide unlimited technical support and trouble-shooting for the instrument, reagents and applications during normal working hours, except Federal holidays.

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 or re-manufactured to original equipment specifications.

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.

PREVENTIVE MAINTENANCE:

The Contractor shall provide one (1) Preventive Maintenance (PM) with for the covered instrument. This is normally performed on site. PM's are normally scheduled for the start of the contract period, but can be adjusted at customer request. PM's are governed by separate procedure, but nominally provide replacement of wear components and a performance test.

WARRANTY AND DISCLAIMER. The contractor shall warrant that the replacement parts will be free from defects in materials and workmanship during the period equal to the greater of (i) ninety (90) days after the date of the installation or (ii) the remaining term of this Agreement. For breach of the foregoing warranty, the contractor will, at its option and expense and as the Customer's exclusive remedy, repair or replace the defective replacement during the warranty period.

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.

TERM and TERMINATION: Period of Performance shall be for twelve (12) months from 15 December 2024 through 14 December 2025. The term of this Agreement will begin on the Effective Date and continue for twelve (12) months from the Effective Date. Either party may terminate this Agreement effective immediately, if the other party commits a material breach of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice thereof. If the contractor terminates this Agreement as a result of Customer's material breach, the contractor will not be obligated to refund any portion of the Fees paid for the Services. Customer may terminate this Agreement by providing to the contractor thirty (30) days prior written notice if Customer trades in the Product to purchase another system from the contractor and the contractor will provide a prorated refund of the Fees paid for the Services based on the remaining duration of the term of this Agreement.

PERSONNEL QUALIFICATIONS: Personnel shall have a minimum of three (3) years factory training and experience servicing the Leica Microsystems Inc instrumentation 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.

PLACE OF PERFORMANCE: Service shall be performed at the following location:

NIH, NCI
Spatial Imaging Technology Resource
41 Medlars drive
Bldg 41, Rm A702
Bethesda, MD 20892

PAYMENT: Payment shall be made in arrears after completion of the inspection and at the end of the contract period and submission of invoice to the address shown in Block 21 of this order.

AWARD: Award will be made in the arrears.

**TERMS AND CONDITIONS – SIMPLIFIED ACQUISITIONS (OTHER THAN
COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES**

Update per FAC 2025-01

Last updated: 11/2024

**FAR 52.213-4 TERMS AND CONDITIONS – SIMPLIFIED ACQUISITIONS (OTHER
THAN COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES) (Nov 2024).**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(ii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(iii) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(iv) [52.204-27](#), Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328), unless the agency grants an exception - see paragraph (b) of 52.204-27.

(v) 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (DEC 2023) ([Pub. L. 115–390](#), title II).

(vi) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).

(vii) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

(viii) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).

(ix) [52.225-13](#), Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(x) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ([31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)).

(xi) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C.3553](#)).

(xii) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub.L.108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

(2) Listed below are additional clauses that apply:

(i) [52.232-1](#), Payments (APR 1984).

(ii) [52.232-8](#), Discounts for Prompt Payment (FEB 2002).

(iii) [52.232-11](#), Extras (APR 1984).

(iv) [52.232-25](#), Prompt Payment (JAN 2017).

(v) [52.232-39](#), Unenforceability of Unauthorized Obligations (JUN 2013).

(vi) [52.233-1](#), Disputes (MAY 2014).

(vii) [52.244-6](#), Subcontracts for Commercial Products and Commercial Services (NOV 2024).

(viii) [52.253-1](#), Computer Generated Forms (JAN 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) [52.203-17](#), Contractor Employee Whistleblower Rights (Nov 2023) ([41 U.S.C. 4712](#)); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).

(ii) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020)(Pub. L. 109-282) ([31 U.S.C. 6101 note](#)) (Applies to contracts valued at or above the threshold specified in FAR [4.1403](#)(a) on the date of award of this contract).

(iii) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (FEB 2024) (E.O. 13126) (Applies to contracts for supplies exceeding the micro-purchase threshold, as defined in FAR [2.101](#) on the date of award of this contract).

(iv) [52.222-20](#), Contracts for Materials, Supplies, Articles, and Equipment., Contracts for Materials, Supplies, Articles, and Equipment (JUN 2020) ([41 U.S.C.chapter 65](#)) (Applies to supply contracts over the threshold specified in FAR 22.602 on the date of award of this contract, in the United States, Puerto Rico, or the U.S. Virgin Islands).

(v) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)) (Applies to contracts valued at or above the threshold specified in FAR [22.1303\(a\)](#) on the date of award of this contract).

(vi) [52.222-36](#), Equal Employment for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)) (Applies to contracts over the threshold specified in FAR [22.1408\(a\)](#) on the date of award of this contract, unless the work is to be performed outside the United States by employees recruited outside the United States). (For purposes of this clause, "United States" includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(vii) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)) (Applies to contracts valued at or above the threshold specified in FAR [22.1303\(a\)](#) on the date of award of this contract).

(viii) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)) (Applies to service contracts over \$2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf).

(ix) (A) [52.222-50](#), Combating Trafficking in Persons (Nov 2021)([22 U.S.C. chapter 78](#) and E.O. 13627) (Applies to all solicitations and contracts).

(B) Alternate I (MAR 2015) (Applies if the Contracting Officer has filled in the following information with regard to applicable directives or notices: Document title(s), source for obtaining document(s), and contract performance location outside the United States to which the document applies).

(x) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Jan 2022) (Applies when [52.222-6](#) or [52.222-41](#) are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act ([43 U.S.C. 1331](#), *et seq.*))).

(xi) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022)) (E.O. 13706) (Applies when [52.222-6](#) or [52.222-41](#) are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia.))

(xii) [52.223-5](#), Pollution Prevention and Right-to-Know Information (MAY 2024) ([42 U.S.C. 11001-11050](#) and [13101-13109](#)) (Applies to services performed on Federal facilities).

(xiii) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (MAY 2024) ([42 U.S.C. 7671](#), *et seq.*) (Applies to contracts for products as prescribed at FAR [23.109](#)(d)(1)).

xiv) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (MAY 2024) ([42 U.S.C. 7671](#), *et seq.*) (Applies to maintenance, service, repair, or disposal of refrigeration equipment and air conditioners).

(xv) [52.223-20](#), Aerosols (MAY 2024) ([42 U.S.C. 7671](#), *et seq.*) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons as a propellant or as a solvent; or contracts for maintenance or repair of electronic or mechanical devices).

(xvi) [52.223-21](#), Foams (MAY 2024) ([42 U.S.C. 7671](#), *et seq.*) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons as a foam blowing agent; or contracts for construction of buildings or facilities.

(xvii) [52.223-23](#), Sustainable Products and Services (MAY 2024) ([E.O. 14057](#), [7 U.S.C. 8102](#), [42 U.S.C. 6962](#), [42 U.S.C. 8259b](#), and [42 U.S.C. 76711](#)) (Applies to contracts when the agency identifies in the statement of work, or elsewhere in the contract, the sustainable products and services that apply to the acquisition.

(xviii) (A) [52.225-1](#), Buy American-Supplies (Oct 2022) ([41 U.S.C. chapter 67](#)) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold, as defined in FAR [2.101](#) on the date of award of this contract, and the acquisition-

(1) Is set aside for small business concerns; or

(2) Cannot be set aside for small business concerns (see [19.502-2](#)), and does not exceed \$50,000).

(B) *Alternate I* (OCT 2022) (Applies if the Contracting Officer has filled in the domestic content threshold below, which will apply to the entire contract period of performance. Substitute the following sentence for the first sentence of paragraph (1)(ii)(A) of the definition of *domestic end product* in paragraph (a) of [52.225-1](#): (A) The cost of its components mined, produced, or manufactured in the United States exceeds __ percent of the cost of all its components. [*Contracting officer to insert the percentage per instructions at [13.302-5\(d\)\(4\)](#).]*)

(xix) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations., Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) ([42 U.S.C. 1792](#)) (Applies to contracts greater than the threshold specified in FAR [26.404](#) on the date of award of this contract, that provide for the provision, the service, or the sale of food in the United States).

(xx) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT 2013)(Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) as its source of EFT information).

(xxi) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (JUL 2013) (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information).

(xxii) [52.240-1](#), Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, [41 U.S.C. 3901](#) note prec.).

(xxiii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ([46 U.S.C. 55305](#))(Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at [47.504\(d\)](#)).

(2) Listed below are additional clauses that may apply:

(i) [52.204-21](#), Basic Safeguarding of Covered Contractor Information Systems (Nov 2021) (Applies to contracts when the contractor or a subcontractor at any tier may have Federal contract information residing in or transiting through its information system.)

(ii) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Nov 2021) (Applies to contracts over the threshold specified in FAR [9.405-2\(b\)](#) on the date of award of this contract).

(iii) [52.211-17](#), Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iv) [52.247-29](#), F.o.b. Origin (FEB 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) [52.247-34](#), F.o.b. Destination (JAN 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) *FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998)*. This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[Insert one or more Internet addresses]

(d) *Inspection/Acceptance.* The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post acceptance rights-

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or

services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause).

Parent topic: [52.213 \[Reserved\]](#)