STATEMENT OF WORK (SOW)

TITLE

Leica Bond-Max Processing Module Maintenance Services

1.0 BACKGROUND

The Department of Health and Human Services (DHHS), National Institutes of Health (NIH), National Cancer Institute (NCI), Laboratory of Pathology of the Center for Cancer Research (CCR performs Immunohistochemical testing to assist in the diagnosis of a variety of cancers. The laboratory develops tests that assist in the pathologic diagnosis, predict prognosis and identify potential targets for therapies. The laboratory is CLIA and College of American Pathology approved for performing Immunohistochemical testing on materials from NIH patients.

2.0 SCOPE

The Contractor shall provide all labor, material and equipment to provide maintenance services for (1) Government-owned Leica Bond-Max processing modules, (S/N: M490029) and all associated software and peripherals. All maintenance service shall be performed on-site, in accordance with the manufacturer's standard commercial maintenance practices, by an Original Equipment Manufacturer (OEM) authorized and trained Service Engineer. The Contractor shall provide software service in accordance with the manufacturer's latest established service procedures, to include remote access (email and telephone) and software technical support at no additional cost to the Government. Service shall be provided during normal working hours (8am to 5pm EST), Monday through Friday excluding Federal Holidays. All service calls and travel time, labor, and any necessary approved parts shall be included at no additional cost to the Government.

<u>The Contractor shall provide all labor, material and equipment to provide preventive maintenance and software updates for:</u>

Item Number	Serial Number	Description
11532735	M490029	Bond- maX Processing Module

3.0 CONTRACT REQUIREMENTS/ PERSONNEL QUALIFICATIONS

3.1 PREVENTIVE MAINTENANCE: Contractor shall perform <u>*one (1) annual*</u> preventive maintenance inspection during the contract period. Service shall be performed by technically qualified factory trained personnel. Service shall consist of a thorough cleaning, calibration, adjusting, inspection, lubrication 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.

4.2 EMERGENCY SERVICE: Emergency repair services shall be provided on an unlimited basis during the term of this purchase order at no additional cost to the government. Emergency service shall be provided during normal working hours, Monday thru Friday excluding Federal Holidays. Upon receipt of notice that any part of the equipment is not functioning properly the Contractor shall within twenty-four (24) hours 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. Emergency service calls shall NOT replace the necessity for scheduled PMIs.

4.3 TECHNICAL SUPPORT: The Contractor shall provide unlimited remote technical support via phone or email, Monday-Friday 8:00 AM – Friday 5:00 PM) excluding Federal holidays. (Includes on-site troubleshooting). These services shall only be provided by authorized, OEM factory-trained Service Engineers.

4.4 REPLACEMENT PARTS: The Contractor shall furnish all required OEM 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.

4.5 SOFTWARE UPDATES/SERVICE: Critical and non-critical updates shall be provided. The contractor shall provide software service in accordance with the manufacturer's latest established service procedures, to include telephone access to technical support for use of program software and troubleshooting 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 perform timely installation of all OEM software revisions and OEM component revisions, as well as re-installation of existing software and operating systems as required to repair instrumentation according to OEM standards at no additional cost to the Government.

4.6 PERSONNEL QUALIFICATIONS: Personnel shall be authorized, OEM factory- trained Service Engineers with experience in the servicing of the instrument and software covered by this purchase order. 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 purchase order.

4.7 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 purchase order.

4.8 RESPONSE TIMES: Upon receipt of notice that emergency onsite service is required, the Contractor shall – within twenty-four (24) hours of the Government's service request – furnish onsite authorized, OEM factory-trained Service Engineer(s) 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 scheduled Preventive Maintenance Inspections.

4.0 TYPE OF ORDER

This is a firm fixed price purchase order.

6.0 SEVERABLE SERVICES

The services acquired under this purchase order are severable services. Funds are only available for use for the line item to which they are obligated. Unused funds from one period (line item) may not rollover for use in other periods.

7.0 PERIOD OF PERFORMANCE

The period of performance shall be January 1, 2021 through December 31, 2021.

8.0 PLACE OF PERFORMANCE

Service shall be performed at the following location:

National Institutes of Health
National Cancer Institute
Center for Cancer Research /
Laboratory of Pathology
10 Center Drive, Room 2S264
Bethesda/Rockville MD 20892

9.0 REPORT(S)/DELIVERABLES AND DELIVERY SCHEDULE

The Contractor shall provide a Service Report at the time of service to the requesting party at the location of 10 Center Drive, Room 2S264 following every PMI, emergency service, and software service/update.

10.0 PAYMENT

Payment authorization requires submission and approval of invoices to the COR and NIH OFM, in accordance with the attached payment provisions listed below. The following clause is

STATEMENT OF WORK (SOW)

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.*
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.*

STATEMENT OF WORK (SOW)

* 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 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.