STATEMENT OF WORK

1.0 SCOPE

The Contractor shall provide all labor, material and equipment necessary to maintain and provide preventive maintenance for the ICELL8cx instrument in the Surgery Branch NCI/NIH. This instrument is used for the dispense of single T-cells and cDNA synthesis reagents into a nanowell chip. We then perform cDNA synthesis, amplification and generate next-generation T-cell receptor sequencing libraries. Ths results from these libraries are used for the identification of tumor reactive T cells from patients enrolled in clinical trials run by Surgery Branch. 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 maintenance during the contract period. Technically qualified factory-trained personnel shall perform Service. Service shall consist of:

- complete inspection of the system
- deep cleaning of the dispensing unit
- replacement of parts that have undergone normal wear and tear:
    - imaging hardware: bulb
    - dispensing hardware: tips, syringes, solenoids filters, tubing and valves
- realignment of the dispensing tips
- recalibration of the imaging hardware
- cheking humidifier, chiller and fan functions
- test run of the system to validate performance of the system
- installation of software updates (as needed)

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 provide a qualified factory-trained service representative on-site to inspect the equipment and perform all repairs and adjustments necessary to restore the equipment to normal and efficient operating condition within five (5) working days. 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 consumables. Parts shall be new to original equipment specifications.

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. Defective software shall be replaced at no additional cost to the government.

The Contractor shall provide technical telephone support for trouble-shooting for the instrument and application support during all business hours, excluding Federal holidays.

3.5 SERVICE EXCLUSIONS

As per Takara Bio:
Instruments, Parts and Instrument Services. The above warranties for Products that are instruments and parts and the above warranties for Instrument Services do not apply if TBUSA determines that the repair or replacement of the instrument or part were necessitated by, or any defects in the instrument or part were caused by: (1) neglect, improper or inadequate use, maintenance, handling or storage of the instrument or parts, including non-compliance with TBUSA's instructions, product information, site preparation or user manual; (2) installation of software or interfacing or use of the instrument in combination with software or products not supplied or authorized by TBUSA; (3) connection of the instrument to electrical services or other utilities not in accordance with the instrument's installation requirements; (4) external sources or intrusive activity such as short circuits, incorrect voltages, surge in voltage, computer viruses, hackers, or other unauthorized interactions with the instrument or software that detrimentally affect its normal operation; (5) use of incompatible solvents or chemicals on the instrument or part; (6) repair, modification, alteration, installation, de-installation, or transportation of an instrument or part thereof by anyone other than by TBUSA or a person authorized by TBUSA; (7) radioactive parts or parts contaminated with biological, toxic or other dangerous materials or substances; (8) normal wear and tear, negligence, accident or acts of nature; (9) instruments sold as a used product; and/or (10) any defect or damage to the instrument or part not caused by TBUSA. ADDITIONALLY, ANY INSTRUMENT INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION, ALTERATION, OR OTHER TAMPERING PERFORMED BY ANY PERSON OR ENTITY OTHER THAN TBUSA OR TBUSA'S THIRD PARTY PROVIDER WITHOUT TBUSA'S PRIOR WRITTEN CONSENT, OR USE OF ANY PART NOT SUPPLIED BY TBUSA, WILL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES FOR THE INSTRUMENT, PARTS AND INSTRUMENT SERVICES.

3.6 PERIOD OF PERFORMANCE

The base period of performance shall be for twelve (12) months from the date of award with zero (0) 12-month option periods.

3.7 PERSONNEL QUALIFICATIONS

Technically qualified Takara Bio personnel shall perform service to the ICELL8cx instrument in the genomics facility in Surgery Branch (Bldg. 10-CRC, Rm. 3-3857 W), 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 PLACE OF PERFORMANCE

Onsite services shall be performed at the following location:

NIH, NCI,
10 Center Dr
Bldg. 10, Rm. 3-3857 W
Bethesda, MD 20892

5.0 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 <u>INVOICE REQUIREMENTS</u>

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.*

* 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.