STATEMENT OF WORK (SOW)

1.0 TITLE

Service contract for 4-laser Attune NxT flow cytometer

2.0 BACKGROUND

The intramural research program within the National Cancer Institute fosters high-risk basic discovery research in immunology and tumor biology. Through preclinical translational research, to paradigm-shifting clinical trials, our research program aims to develop novel immunotherapeutic treatments for human carcinomas. One aspect of our studies is identifying and quantifying the impact of our various treatments on the phenotype of tumor-infiltrating T cells using flow cytometry. Flow cytometric analysis allows us to ascertain phenotypic changes in the types of immune cells infiltrating tumors in response to various immunotherapeutic interventions, enabling us to identify compounds which having the potential to enhance the ability of tumor-infiltrating immune cells to kill tumor cells. The Attune NxT Acoustic Focusing Cytometer helps us to achieve essential aspects of our research program and must be kept in good working order with routine service to help our researches provide the pre-clinical rationale for all of the clinical trials performed by our laboratory within the National Cancer Institute.

2.1 OBJECTIVE

The objective of this requisition is to purchase a service contract for a government-owned 4-laser Attune NxT Flow cytometer and attached high-throughput autosampler for a period of **ONE** year.

3.0 SCOPE

Contractor to provide all labor, material and equipment to provide preventive maintenance for Government-owned Attune NxT Flow Cytometer (RUO) Serial Number 2AFC224450219 AND the attached Attune NxT high-throughput autosampler (Serial Number 2AAS240100219) located in The Laboratory of Tumor Immunology and Biology for the period 1 year. All maintenance services shall be performed in accordance with the manufacturer's standard commercial maintenance practices.

4.0 CONTRACT REQUIREMENTS/ AND PERSONNEL QUALIFICATIONS

The Contractor shall perform ONE 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.

Life Technologies Corporation provides emergency repair service support five days a week, during normal business hours.

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Personnel shall have a minimum of (1) one-year factory training and experience servicing the equipment covered under this contract. All primary service personnel shall have at least one back-up support person with at least one (1) year of experience on the equipment covered by this contract.

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 four (4) hour initial response with a twenty-four (24) 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.

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. Parts will be delivered the earliest next day.

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 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 provide unlimited clinical technical telephone support (24hrs/day, 7 days/week) for troubleshooting for the instrument and clinical application support (M-F 8am-9pm), excluding Federal holidays.

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.

5.0 TYPE OF ORDER

This is a firm fixed-price purchase order

6.0 PERIOD OF PERFORMANCE

The base period of performance shall be for twelve (12) months from April 29, 2021-April 28, 2022.

7.0 PLACE OF PERFORMANCE

Onsite services shall be performed at the following location:

NIH, NCI,

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10 Center Dr

Room 8B08

Bethesda, MD 20892

8.0 REPORT(S)/DELIVERABLES AND DELIVERY SCHEDULE

All reports shall be set electronically as a PDF one week following any service.

9.0 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 attached 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.