STATEMENT OF WORK

**<u>Instructions:</u> This document should be used for the acquisition of MAINTENANCE SERVICES FOR EQUIPMENT . Instructions for completion are in red, and should be excluded in the completed document.**

## 1.0 SCOPE

The Contractor shall provide all labor, material and equipment necessary to provide the regular check and replacement of 7 tanks seven (7) USP/Medical Grade LN2 tanks per delivery required for the NCI Surgery Branch T30 CPF Prodcution Facility. This is service is based on 30 deliveries of 7 tanks per delivery. The tanks will be delivered to the access controlled cyclinder room of Buliding T30 and installed to the manifolds. All tanks will be secured using the cylinder straps provided in the T30 Cylinder Room. In addition to the intial delivery and install, certificates of batch analysis shall be provided for all tanks.

The USP/Medical Grade LN2 tanks are used to support cryopreserved patient prodcuts which a critical components to the patient cell therapy manufacting process and facility. The LN2 tanks maintain the freezers required to store the patient cells pre and post therapy.

The service will include the delivery of the required number of LN2 tanks at the manifold of CPF T30, located near the south entrance of Building 10, near bulding 30 on the Bethesda, MD NIH campus. The service entails:

1. Weekly check of the status of the current 7 LN2 cylinders.
2. Delivery of:
    a. Medical Grade or equivalent (USP) LN2
        i. capacity: 7 Chart Industries DURA-CYL 265 HP liquid cylinders (4 of these are primary cylinders and 3 are secondary)
        ii. Certificate of Analysis/Batch analysis certificate
3. Delivery will be coordinated with Roberts Oxygen (vendor), Hyunmi Halas (NIH/NCI), and DPR (construction site general contractor).
4. All tanks will be left on site and secured by the designated strapping by the manifold.
5. Tanks on to remain onsite per the tank rental payment until new tanks are needed/requested.
6. All certificates provided with the tanks shall remain with the tanks and are to be removed by the customer, NCI 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

Not applicable.

## 3.2 EMERGENCY SERVICE

Not applicable.

## 3.3 REPLACEMENT PARTS

The Contractor shall furnish all required replacement parts at no additional cost to the Government, if there is an funactional issue or defect identified with the product at. Parts shall be new to original equipment specifications. Parts will be delivered the earliest next day.

## 3.4 SOFTWARE UPDATES/SERVICE

Not applicable.

## 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 April 1, 2021 - March 31, 2022.

## 3.7 PERSONNEL QUALIFICATIONS

Technically qualified factory-trained personnel shall perform service to *Cell Prodcution Facility, T30* 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 Surgery Branch
Cell Prodcution Facility (CPF/TIL Lab) Bulding T30
Bethesda, MD 20892

## 5.0 PAYMENT

Payment shall be made monthly. 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.