STATEMENT OF WORK (SOW)

1.0 TITLE

Philips Ingenia Elition Clinical MRI scanner upgrade

2.0 BACKGROUND

The Molecular Imaging Branch (MIB) is focused on the development of advanced imaging tools to further the treatment of cancer in humans. As part of our clinical effort, the Molecular Imaging Clinic houses a human Philips Ingenia Elition 3.0T MRI Scanner (Philips Healthcare) on which research patients are scanned. This has proven invaluable in the kinds of patients seen by NCI.

The MIB is requesting to purchase an upgrade to the Philips clinical MRI scanner. A major facet of this imaging is in prostate cancer using MRI. MRI scans are composed of multiple pulse sequences including T1 weighted, T2 weighted, diffusion weighted and dynamic contrast enhanced. Among these, the single most useful sequence is the diffusion weighted sequence because it is highly sensitive and specific for cancer. However, it is also subject to artifacts related to motion and magnetic field inhomogeneity. In the upgrade we are proposing, engineers at Philips have developed a modification to the standard diffusion weighted sequence that corrects for these artifacts. The modification is known as "blip up, blip down" which reduces the effects of the artifacts and it requires more graphic processing power than is currently available on the host computer. Thus, the MIB is requesting to purchase this upgrade to improve the diffusion weighting on the clinical MRI scans.

2.1 OBJECTIVE

The primary objective of this upgrade is to correct artifacts on a diffusion weighted sequence on the clinical Philips MRI scanner. The diffusion weighted sequence is the most useful sequence for cancer because it is highly sensitive and specific, but also subject to artifacts related to motion and magnetic field inhomogeneity. The upgrade will improve the diffusion weighting sequence.

SCOPE

The contractor will upgrade the graphic processing power on the clinical Philips Ingenia Elition MRI scanner in order to correct for the artifacts in the diffusion weighted sequence. The modification is known as "blip up, blip down" which reduces the effects of the artifacts, but also requires more graphic processing power than is currently available on the MRI.

3.0 CONTRACT REQUIREMENTS/ AND PERSONNEL QUALIFICATIONS (IF APPLICABLE)

Contractor shall be authorized to service the Philips Ingenia Elition 3.0T MRI Scanner and familiar with the upgrade.

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After the upgrade, the MRI Scanner will be tested to verify the upgrade was successful.

4.0 TYPE OF ORDER

This is a firm fixed price purchase order.

5.0 PERIOD OF PERFORMANCE

The period of performance shall be for 12 months from date of award.

6.0 PLACE OF PERFORMANCE

NCI, Molecular Imaging Branch, 9000 Rockville Pike, Bldg 10, Room B3B303; Bethesda, MD 20892

8.0 REPORT(S)/DELIVERABLES AND DELIVERY SCHEDULE

Deliverables will be installation of the following software:
Latest software release for the Philips Ingenia Elition MRI Scanner
Diffusion Excellence Pack 1

Onsite training shall be provided for up to 28 hours.

PAYMENT

Payment shall be made with a purchase order. 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

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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.