

STATEMENT OF WORK

Service Agreement for Covaris ML230 Focused-ultrasonicator

BACKGROUND

The Material Measurement Laboratory (MML) Biosystems and Biomaterials Division (BBD) at the National Institute of Standards and Technology (NIST) in Gaithersburg, MD develops and provides methods, reference materials, and reference data for characterizing biological systems. In 2021, BBD purchased a Covaris ML230 Focused-ultrasonicator for use in several steps in the material characterization pipeline: disaggregation of cell clumps to improve cell counting, lysis of cells, and fragmentation of DNA. This instrument applies focused ultrasonication to cells or cell derived products (e.g., proteins, nucleic acids) suspended in solutions which are critical steps to ongoing and future work within BBD.

PURPOSE

To meet mission requirements, an agreement for maintenance and repair of the Covaris ML230 Focused-ultrasonicator is required. Regular maintenance will ensure that experiments carried out by the instrument are reliable, reproducible and of high quality to meet the needs of BBD's stakeholders.

SCOPE

The Contractor shall provide a silver level service plan covering parts/labor/travel for one (1) Covaris Model ML230 (S/N 6820) Focused-ultrasonicator.

PREVENTATIVE MAINTENANCE

The Contractor shall provide one (1) preventative maintenance (PM) visit during each annual term of the service plan to ensure long-term performance and reliability of the instrument.

The PM shall include a full system inspection, diagnostics and system evaluation, cleaning, calibration, installation of the latest updates to standard software, and replacement of defective parts with certified OEM replacement parts (excludes accessories and consumables)

Scheduling of the PM shall be consistent with the maintenance requirements of the instrument IAW the most recent service practice and maintenance protocols.

The PM shall occur during regular business hours. The Contracting Officer's Representative (COR) or the NIST Technical Point of Contact (TPoC) will

contact the Contractor 30 days in advance to schedule a mutually acceptable date and time to conduct the PM. The scheduled PM may be made at the same time as an unscheduled visit for corrective or other action if such a visit occurs within one (1) month before a scheduled PM.

SOFTWARE UPDATES

The Contractor shall install all available commercial software upgrades for the purpose of instrument optimization on-site at the time of the PM.

Prior to completion of the PM, the Contractor shall test the instrument, review the instrument's performance, and take whatever corrective action is necessary to ensure the instrument is functioning IAW OEM specifications.

PERIOD OF PERFORMANCE

Base Period – 25 Apr 2023 through 24 Apr 2024

Option Year 1 – 25 Apr 2024 through 24 Apr 2025

Option Year 2 – 25 Apr 2025 through 24 Apr 2026

Option Year 3 – 25 Apr 2026 through 24 Apr 2027

Option Year 4 – 25 Apr 2027 through 24 Apr 2028

PLACE OF PERFORMANCE

To the maximum extent practicable, services shall be performed at the NIST Gaithersburg, MD campus.

Normal business hours are M-F 8:30AM to 5PM EST with the exception of Federal holidays.

PRIORITY SERVICE CALLS

The Contractor shall respond to an unlimited number of service calls in the event of instrument failure which may require immediate repair. The Contractor shall provide travel, labor, and any factory-certified parts that require replacement. The Contractor shall provide on-site service at NIST's Gaithersburg, MD campus not later than two (2) days from the date and time a service call is placed.

No weekend on-site service visits will be required. On-site service calls shall be conducted Monday through Friday during regular business hours. If the Contractor is unable to resolve the problem during the service call, the Contractor shall provide telephone support and on-site support thereafter as needed to expedite a resolution for NIST. The Contractor shall obtain all parts required for all repairs and maintenance. The Contractor shall make a reasonable effort to secure parts within three (3) days after identifying the need for a replacement part for the covered instrument. All repairs shall result in the

Covaris Model ML230 Focused-ultrasonicator meeting OEM specifications. Any parts or components removed for replacement will become the property of the Contractor unless otherwise agreed to by the parties. The Contractor shall remove the parts from the NIST campus at the time of the service call or provide shipping instructions and return shipping information so that NIST may return the parts to the Contractor within 5 days after the service visit is completed. The Contractor shall assume all charges and liability for all shipments.

SERVICE CONDITIONS

All service provided hereunder shall be provided by trained personnel who are fluent in the operation of the covered instrument and shall meet the requirements outlined in Contractor Minimum Qualifications below.

If a part needs to be repaired off-site, the Contractor shall be responsible for all packaging, shipping, and transportation costs as well as liability for the shipment to and from the NIST Gaithersburg, MD facility. The Contractor shall be responsible for providing NIST Gaithersburg with packaging instructions, a shipping account number, and a *Return Authorization Number* authorizing return of the shipment to their facility.

All parts shall be approved for use with the instrument by the OEM. The Contractor shall only employ tools, equipment, software, test apparatus, methodologies, techniques, and practices approved for use with the instrument by the OEM. The service protocols and instrument specifications shall always be adhered to.

TROUBLESHOOTING ASSISTANCE

The Contractor shall provide telephone/e-mail support for the covered instrument Monday through Friday, 9AM to 5PM Eastern Time except for Federal Holidays.

Telephone/e-mail support shall include responses to questions about operating practices, applications use, and service issues that can be diagnosed and resolved by telephone/e-mail. Responses shall be received within two (2) business days of each request.

GOVERNMENT FURNISHED PROPERTY, DATA, AND/OR INFORMATION

Any property, data, and/or information provided by the Government during performance remains the property of the Government and shall be surrendered to the Government upon completion or termination of this requirement. Likewise, all deliverables generated hereunder remain the property of the Government.

The Government will provide visitor's access to the NIST Gaithersburg, MD facility during the performance periods associated with the service plan.

The Government will provide access to the ML230 Focused-ultrasonicator for the purpose of conducting a PM or an unscheduled emergency service call.

WARRANTY

Replacement parts and components (excluding accessories and consumables) provided by the Contractor shall be guaranteed for a period of ninety (90) days from the service visit completion date. Labor shall be guaranteed for a period of sixty (60) days.

SERVICE REPORT

The Contractor shall submit a service report to the NIST COR or TPoC by e-mail after departure from NIST for all PMs and service calls for repairs. The service report shall minimally capture the following:

- a. Date of service
- b. Service hours
- c. Reason for service
- d. Service performed
- e. Name and quantity of any parts that were replaced
- f. Engineer name

TRAVEL

Travel to the NIST Gaithersburg, MD campus is required. All travel expenses shall be included in the price of the service plan.

CONTRACTOR MINIMUM QUALIFICATIONS

The Contractor shall dispatch field service engineers or technicians that are fluent in the operation of the instrument, who are OEM trained and possess a current certification from the OEM to provide service on the instrument. Due to timelines associated with clearance of non-U.S. citizens, personnel performing repairs must be U.S. citizens.

PERFORMANCE STANDARD

DESIRED OUTPUT	PERFORMANCE STANDARD	MONITORING METHOD
Onsite response to an unlimited	OEM certified field service engineer responds in person at NIST with a target response time	NIST COR and/or TPoC will confirm that <ul style="list-style-type: none">• priority repair services

number of requests for emergency service calls in the event of instrument failure	of 48 hours. Instrument meets OEM operating specifications 100% of the time following each visit.	are rendered within the timeframes specified above <ul style="list-style-type: none"> • system is performing at OEM specifications by testing NIST lab samples
One (1) preventive maintenance (PM) visit during each annual term of the service agreement	Maintenance, calibration, and replacement of defective components results in the system functioning to OEM specifications 100% of the time at the conclusion of the PM.	The NIST COR and/or TPoC will confirm that <ul style="list-style-type: none"> • defective parts (if any) are replaced with OEM certified replacement parts • system is performing to OEM specifications by testing NIST lab samples • Software installed is the latest version

GENERAL INFORMATION

Security: NIST is a restricted campus. An identification badge is required for access for entry into buildings and is shown to the armed Security Police when entering the campus.

Identification Badges: Contractor employees shall comply with NIST identification and access requirements. Each Contractor employee shall wear a visible identification badge provided by the NIST Security Office.