

## **PERFORMANCE WORK STATEMENT (PWS)**

Lab Equipment Maintenance and Repair Svc  
Southeast Poultry Research Lab, Athens, GA

### **PART 1 GENERAL**

1. **GENERAL**: This is a non-personal services contract to provide preventative maintenance and repair of multiple lab equipment at Southeast Poultry Research Lab, Athens, GA. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1 **Description of Services/Introduction**: The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform on-site preventative maintenance and repair as defined in this Performance Work Statement except for those items specified as government furnished property and services. The contractor shall perform to the standards in this contract.

1.2 **Background**: This contract covers on-site repair, returned merchandise authorization (RMA) repair, annual preventive maintenance (PM) services and remote technical support (Parts, Labor, and Travel) for the instruments listed in Section 1.4 below.

1.3 **Objectives**: Ensure all equipment meets quality control, calibration, and availability criteria necessary for standard laboratory operations.

1.4 **Scope**: The contractor shall perform annual preventative maintenance per manufacturer's specifications. Contractor shall respond to requests during normal operating business hours for repair or maintenance via remote technical support or in-person assessment upon hardware, software, or firmware malfunctions per covered instrument if judged to be necessary by Contracting Officer's Representative (COR). Contractor will make available an internet-based method to initiate service requests, manage equipment inventory, and view progress of service requests in real-time. In the effort of obtaining replacement parts necessary for repair or maintenance, contractor shall utilize its internal network of available vendors to accomplish service requests. Contractor will cover all travel and labor costs associated with the work done under this contract as well as all parts (non-consumables) required to repair and maintain the performance of the covered instruments. The below table details the equipment, and each's specific serial number.

<b>Equipment Description</b>	<b>Serial Number</b>	<b>Type of Service</b>
Illumina MiSeq	M03709	One (1) Preventative Maintenance visit Remote technical service On-site and/or RMA repair or service
Illumina MiSeq	M07901	One (1) Preventative Maintenance visit Remote technical service On-site and/or RMA repair or service
Agilent 4150 TapeStation	DEDAB00942	One (1) Preventative Maintenance visit Remote technical service On-site and/or RMA repair or service
Life Technologies 3500XL Genetic Analyzer	26367-171	One (1) Preventative Maintenance visit Remote technical service On-site and/or RMA repair or service

1.5 **Period of Performance**: The period of performance shall be for one (1) year.

1.6 **General Information** – A Quality Control Plan will not be required.

1.6.2 Hours of Operation: The contractor is responsible for conducting business between core business hours Monday through Friday, except on Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government-directed facility closings.

1.6.3 Recognized Holidays: Contractor will not work on holidays.

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Juneteenth	Christmas Day
Independence Day	

1.7.1 Security Requirements: Contractor and subcontractor personnel performing work under this contract must abide by all onsite security regulations.

1.7.2 Physical Security: The contractor shall be responsible for safeguarding all government equipment, information and property provided for contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured.

1.7.3 Contractor Personnel Conduct: The Contractor's employees shall observe and comply with all local policies and procedures concerning fire, safety, environmental protection, sanitation, security, and possession of firearms or other lethal or illegal weapons or substance.

1.7.4 Health and Safety: The Contractor shall comply with all OSHA, USDA, State, and other applicable industry safety standards. The Contractor shall report all accidents and occupational illnesses immediately to the Contracting Officer's Representative (COR).

1.9.1 Post Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The contracting officer, Contracting Officer's Representative (COR), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the contracting officer will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

1.9.2 Contracting Officer's Representative (COR): The (COR) will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract; perform inspections necessary in connection with contract performance; maintain written and oral communications with the Contractor concerning technical aspects of the contract; issue written interpretations of technical requirements; monitor Contractor's performance and notify both the Contracting Officer and Contractor of any deficiencies; coordinate availability of government furnished property and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

PART 2  
DEFINITIONS

**2. DEFINITIONS AND ACRONYMS:**

**2.1. DEFINITIONS:**

2.1.1 CONTRACTOR. A supplier or vendor awarded a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

2.1.2 CONTRACTING OFFICER. A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.

2.1.3 CONTRACTING OFFICER'S REPRESENTATIVE (COR). An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

2.1.4 DEFECTIVE SERVICE. A service output that does not meet the standard of performance associated with the Performance Work Statement.

2.1.5 DELIVERABLE. Anything that can be physically delivered but may include non-manufactured things such as meeting minutes or reports.

2.1.6 KEY PERSONNEL. Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

2.1.7 PHYSICAL SECURITY. Actions that prevent the loss or damage of Government property.

2.1.8 SUBCONTRACTOR. One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

2.1.9 WORK DAY. The number of hours per day the Contractor provides services in accordance with the contract.

2.1.10 WORK WEEK. Monday through Friday, unless specified otherwise.

2.1.11 RMA (Returned Merchandise Authorization) The process by which the contractor shall receive and return covered equipment to perform maintenance, repair, or service.

PART 3  
GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

**3. GOVERNMENT FURNISHED ITEMS AND SERVICES:**

3.1. Services: The Government will provide working space within the building to meet requirements. Common research laboratory items required to perform the necessary services will be supplied by the Government location. These include but are not limited to PPE, plastic consumables, and supporting materials such as pipettes, weighing scales, pH probes, vortexes, centrifuges and/or other readily available laboratory equipment required to perform the necessary repairs or maintenance. The items will be furnished only at time of service under Government control and not be issued to the contractor on a permanent basis.

PART 4  
CONTRACTOR FURNISHED ITEMS AND SERVICES

**4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:**

4.1 General: The Contractor shall furnish all supplies, equipment, and services required to perform work under this contract that are not listed under Section 3 of this PWS.

PART 5  
SPECIFIC TASKS

**5. SPECIFIC TASKS:**

5.1 Basic Services: The contractor shall provide repair services and consumables replacement upon equipment failure for the following equipment listed below:

Equipment Description	Serial Number
Illumina MiSeq	M03709
Illumina MiSeq	M07901
Agilent 4150 Tapestation	DEDAB00942
Life Technologies 3500XL Genetic Analyzer	26367-171

5.2 Scheduled Maintenance: The contractor will make one (1) complementary, planned, yearly preventative maintenance visit; contractor will cover all travel, shipping, and labor costs associated with the work done under this contract.

5.3 On-Demand Maintenance/Repair: The contractor will provide emergency on-demand visits and/or RMA per covered instrument if judged to be needed by Contracting Officer's Representative (COR). Contractor will cover all travel, shipping, and labor costs associated with the work done under this contract as well as all parts required to repair and maintain the performance of the covered instruments. Contractor will provide a response to request for unplanned services within 2 business days. Contractor will provide telephone and email access to instrument technical support; Contractor will further provide remote monitoring and diagnostic services for applicable hardware to notify the customer of instrument failures or errors.

5.4 Replacement Parts: Contractor will provide all parts (non-consumables), required to repair and maintain the performance of the covered instruments. Non-consumable replacement parts refer only to those parts used in the

performance of repairs or maintenance. All replacement/repair parts installed on the equipment shall be OEM new or OEM factory refurbished to like-new condition.

5.5 Quality Control: After any service, repair or PM action instruments covered by this contract shall be within acceptable limits of the operational range of the instrument according to manufacturer's specifications: able to analyze quality control standards and provide results that are within acceptable limits. Within 30 days of maintenance/service completion, the Contractor shall supply proof of operational readiness and detailed breakdown of work completed during visit in a maintenance report. After acceptance of the maintenance report and quality verification documents, the COR shall in writing, affirm operation of instrumentation.