

PERFORMANCE WORK STATEMENT

The Contractor shall furnish the necessary personnel, replacement parts, travel, materials, equipment, services and facilities, except as otherwise specified herein, and otherwise perform all activities necessary for, or incidental to, the performance of the work set forth in the requirements listed below.

A. Contractor Responsibilities:

1. The Contractor shall provide technical advice and instructions telephonically within a maximum of four (4) business hours to answer questions and resolve problems encountered in analytical applications of the equipment listed in Attachment A. These questions and problems may involve a diagnosis of hardware and software malfunctions and assistance in proper interpretation and use of the software systems; including instructions on procedures to follow in using the software systems to properly acquire and record chromatographic and mass spectral data from the instruments, to manipulate the data, and to arrive at the qualitative and quantitative data reports as required.
2. The Contractor shall provide on-site remedial and preventive maintenance service, as defined herein, to ensure minimal down time. The on-site service response for remedial services shall be within a maximum of 48 hours (two business days) of the initial service call placed with the Contractor's Service Representative on the equipment specified on the equipment listed in the attached clause (see note below). Preventive maintenance must be performed within two months of the scheduled time for each instrument. The EPA Region 2 Mobile Laboratory may be located at an alternate location other than the EPA Region 2 facility in Edison, New Jersey. The alternate location(s) will be restricted to the State boundaries of New York and New Jersey. The requirement for on site-response time for remedial services of the equipment in the Mobile Laboratory is the same as is stated above. Preventive maintenance for the equipment in the Mobile Laboratory will be performed at the EPA Region 2 facility in Edison, New Jersey.
3. The Contractor shall maintain, or have access to an inventory of replacement parts and such tools and instruments as are necessary to properly and efficiently maintain the equipment listed in Attachment A for the life of the contract. Replacement parts shall be delivered on-site within 24 hours or one business day following a request. If a part cannot be replaced within 24 hours of the on-site visit, a loaner must be supplied. Parts removed, for which replacement is made, will become the property of the Contractor. The replaced part shall be the same as was previously installed in the instrument or the currently available Agilent Technologies equivalent. Alternatively, Agilent Technologies parts identified as used, and/or remanufactured parts which are warranted the same as new parts may also be used in effecting repairs.

4. The Contractor shall provide, install and maintain updates of the operating and data processing software, together with operating manuals, describing and explaining the software and its applications.
5. The Contractor shall be responsible for providing source cleaning of the ion formation source, to remove sample deposits that can accrue within the instruments. This service shall be provided three (3) times during each year of the contract.
6. The Contractor shall provide the services set forth above between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding federal holidays. The Contractor shall not perform work under this contract unless Government personnel are present at the Government facility while the Contractor is performing the service.

B. Definitions

Preventive Maintenance: Preventive maintenance includes cleaning, adjusting, inspecting and testing procedures designed to reduce product failure and/or extend useful product life. The Contractor shall perform preventive maintenance on the equipment listed in clause B.1, two times during each year of the contract. The Project Officer will schedule the performance of preventive maintenance.

Remedial Maintenance: Remedial maintenance includes the diagnosis and correction of equipment malfunctions and failures. Remedies may consist of temporary procedures to be followed by the Government while a permanent remedy is being sought. Remedial maintenance shall commence during coverage hours until the equipment is operational. If the Contractor determines that additional parts and/or repair personnel are required, service shall be interrupted and shall resume as soon as these parts and/or personnel are available. The additional parts and/or personnel shall be available within 24 hours. The Project Officer is authorized to request the Contractor to perform remedial maintenance.

C. Exclusions

Remedial maintenance and preventive maintenance service do not include refinishing the equipment or furnishing materials for that purpose; electrical work external to the equipment; maintenance of accessories, attachments or other items not specified in the contract and remedial maintenance due to contamination that is not rectified by source cleaning.