

**DEPARTMENT OF HOMELAND SECURITY
TRANSPORTATION SECURITY LABORATORY
STATEMENT OF WORK
SERVICE/MAINTENANCE AGREEMENT FOR THE ENERGETIC MATERIAL
RESEARCH LABORATORY EASYMAX SYSTEM(S)
TSL-24-005**

Version 1, November 1, 2023

1. BACKGROUND

The Department of Homeland Security (DHS) Science and Technology (S&T) Directorate is tasked with researching and organizing the scientific, engineering, and technological resources of the United States and leveraging these existing resources into technological tools to help protect the homeland. The Transportation Security Laboratory (TSL) supports this effort through providing scientists and engineers with knowledge, experience, and expertise in all areas of contraband detection with an emphasis on explosives. The core mission of the TSL is to enhance homeland security by performing research, development, and validation of solutions to detect and mitigate the threat of explosive devices and contraband materials. To efficiently execute this core mission, a myriad of highly specialized scientific equipment is required to develop, produce, and validate contraband standards and testing methodologies.

The Energetic Materials Research Laboratory (EMRL) provides the information necessary to make decisions about the safe preparation, handling, and scale-up of potentially dangerous substances being used at the TSL. In 2019 and 2022, the EMRL purchased EasyMax 102 Automated Lab Reactor Systems that allowed them to optimize the use of lab resources by allowing a synthesis to be performed automatically. The system controls the temperature of the reagents and allows for dosing of reagents such as nitric acid while monitoring pH and calorimetry data. The feedback provided by the system monitors provides information used for optimizing synthesis parameters in preparation for scale-up as necessary. Once optimized, syntheses are performed automatically as necessary with absolute repeatability, supporting TSL's mission as an ISO-accredited organization by improving the quality assurance of test samples of explosives. Remote operations also increase the safety of synthesis operations by removing the operator from the bench and allowing remote monitoring of critical parameters before approaching the apparatus.

An important resource for performing this work at the TSL are the EasyMax 102 instruments that were previously purchased from Mettler Toledo. These highly specialized instruments play a vital role in the quality control and the applied research performed at TSL. These instruments must be readily available to perform analytical analysis to provide quality control and meet applied research goals. To generate reliable data, users and technicians must have a significant knowledge and experience base in order to properly operate and maintain them. As a result, it is critical that a service maintenance agreement is obtained to support these instruments to maintain their operability; thus, avoiding costly delays to the government (i.e., both internal and external customers). This Statement of Work (SOW) outlines the scope and performance objectives that the Contractor will satisfy to service the TSL-owned instruments.

2. SCOPE

Based on the information provided above, TSL requires the acquisition of a service agreement to ensure the operability of the EasyMax 102systems. The scope of this effort includes preventative and corrective maintenance per the agreement terms and conditions at the TSL. The applicable equipment is as follows:

Item Number	Description	Serial Number
1	2023 PM & Repair Plan EM [B941401976] 100 Comprehensive Care Full Preventive Maintenance OnSite EA Repair Coverage Full	B941401976
2	2023 PM & Repair Plan EM [C209632780] 200 Comprehensive Care Full Preventive Maintenance OnSite EA Repair Coverage Full	C209632780
3	2024 PM & Repair Plan EM [B941401976] 300Comprehensive Care Full Preventive Maintenance OnSite EA Repair Coverage Full	B941401976
4	2024 PM & Repair Plan EM [C209632780] 400 Comprehensive Care Full Preventive Maintenance OnSite EA Repair Coverage Full	C209632780
5	2025 PM & Repair Plan EM [B941401976] 500 Comprehensive Care Full Preventive Maintenance OnSite EA Repair Coverage Full	B941401976
6	2025 PM & Repair Plan EM [C209632780] 600Comprehensive Care Full Preventive Maintenance OnSite EA Repair Coverage Full	C209632780

3. PERFORMANCE OBJECTIVES

To achieve the goals stated (Section 2. SCOPE) the TSL is interested in the acquisition of a service contract to support the EasyMax systems described above. The following applicable standards and benefits must be provided to satisfy the performance objectives:

I. Base Period

1. The Contractor shall perform service and maintenance in accordance with the terms defined in the applicable CM and/or PM agreements.
2. Service is to be performed by the original equipment manufacturer (OEM) or OEM-trained and authorized personnel.
3. The instruments to be covered under this contract may be found in Section 2. SCOPE
4. Coverage will start upon contract award per the terms specified in the corresponding agreement OR after the covered instruments have been delivered and installed and are determined to be in good operating condition.
 - a. If pre-inspection is required, it will be performed at no cost to the government.
5. Service to include but is not limited to the following:
 - a. Perform one annual preventative maintenance including a standard PM kit per OEM SOPs and guidelines per instrument per year.

- b. The contractor will provide on-site hardware troubleshooting as necessary with a targeted response time of 3 days or less for any covered instrument.
 - c. Unlimited corrective maintenance (CM) visits with a targeted response time of 3 days or less for any covered instrument.
 - i. Contractors shall provide on-site hardware troubleshooting and repair as necessary with a targeted response time of 3 days or less for any covered instrument.
 - d. Inclusion of all labor, travel, living expenses (as applicable), and replacement consumables/parts required to complete any service shall be covered/provided by the Contractor.
 - i. When permitted by the terms of the agreement, brand new, genuine OEM consumables are required for all PM and CM visits; no third-party substitutes will be allowed.
 - ii. As needed, brand new, genuine OEM or OEM-approved refurbished parts are required for all PM and CM visits; no third-party substitutes will be allowed.
 - e. Any repairs, calibrations, or adjustments performed shall be to the OEM specifications and tolerances.
 - f. If applicable, the agreement shall include the calibration of any units undergoing service.
- 6. If applicable per the terms of the agreement, any appropriate instrument shall undergo an operational and/or performance qualifications per the OEM procedures and specifications.
 - 7. Software and firmware updates upon request and in conjunction with a scheduled PM or CM visit (updates are defined as changes of the existing software version that are intended to improve its performance)
 - 8. Priority status for technical support inquiries with a targeted immediate response time Monday to Friday during normal business hours (See Section 4). An OEM or OEM-trained individual will be available to conduct diagnosis and CM procedures using the latest support tools provided by the OEM.
 - a. The contractor shall provide telephone support at no additional cost in order to isolate and resolve any covered issues.

II. Option Periods

Continuation of the service agreement ensuring the performance objectives in Section 3, and operating constraints in Section 4 are met for the instruments listed in Section 2.

4. OPERATING CONSTRAINTS

- 1. Field service engineers coming to the TSL for any service will be required to bring their own personal protective equipment (PPE) such as but not limited to safety glasses, laboratory coat, gloves, etc.
- 2. On-site service technician(s) shall meet all eligibility requirements in order to perform services at a United States federal government facility.
 - a. In response to any national or local emergency (e.g., pandemic, natural disaster, etc.), additional site restrictions or requirements may be required to allow for entry to the TSL to ensure the safety of laboratory staff and the Contractor.

- b. All PM and CM service visits shall be conducted by U.S. citizens only. Dual citizens and/or foreign nationals are not permitted to visit or service instrumentation at the TSL.
 - c. The contractor will not have any access to controlled unclassified information (CUI) and DHS information systems, nor will they be granted recurring access (i.e. unescorted privileges) to TSL facilities.
- 3. Preventive and corrective maintenance shall be limited to normal business hours (8:00 am – 4:00 pm, Monday through Friday, except government holidays or other times when the TSL may be closed.
 - 4. All PM and CM service visits will be scheduled at a time mutually agreed upon by Routine inspections and preventive maintenance shall be limited to normal business hours, Monday through Friday, except government holidays or other times when the TSL is closed.
 - 5. All service calls shall be coordinated with the TSL Security Office and the DHS/TSL Technical Representative.

5. OTHER CONTRACT DETAILS

5.1.Period of Performance (POP)

The period of performance is three (3) years, with a one (1) year base period and two (2) one year option periods.

5.2.Place of Performance

The primary place of performance will be located at the TSL, William J. Hughes Technical Center, Atlantic City, NJ, 08405.

If physical products are being procured as part of this acquisition, delivery of any items purchased by the government and associated with the performance of this SOW shall be delivered to this address only. Delivery to any location other than the address specified in this section of the SOW is not allowable and the contractor shall be fully responsible for any subsequent or additional charges that may result from ensuring final delivery to the address listed in this section.

5.3.Contracting Officer's Representative

The Contracting Officer's Representative (COR) for this contract is designated in accordance with Homeland Security Acquisition Regulation (HSAR) 3052.242-72 Contracting Officer's Representative (COR, DEC 2003).

The COR for this contract is:

[REDACTED]

DHS S&T TSL
William J. Hughes Technical Center, Bldg. 315
Atlantic City, NJ 08405



5.4.Contracting Officer

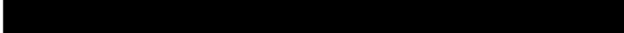
(1) The contracting officer (CO) is the only person authorized to approve changes to any of the terms and conditions of this task order. In the event the contractor effects any changes at the direction of any person other than the CO, the changes will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof. The CO shall be the only individual authorized to accept nonconforming work, waive any requirement of the contract, or to modify any term or condition of the contract. The CO is the only individual who can legally obligate government funds. No cost chargeable to the proposed contract can be incurred before receipt of a fully executed contract, which includes any subsequent contract modifications or other specific written authorization from the CO.

(2) The contractor shall not comply with any order, direction or request of government personnel unless it is issued in writing and signed by the CO or is pursuant to specific authority otherwise included as a part of this contract. No order, statement, or conduct of government personnel, other than the CO, who visit the contractor's facilities or in any other manner communicate with contractor personnel during the performance of this contract shall constitute a change under the Changes clause of this contract.

(3) The CO's name and contact information will be provided upon the contract award.

5.5. Invoicing

Invoices shall be submitted to the following email address while carbon copying (CC) the COR and CO.

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5.6.Advertisements, Publicizing Awards, and News Releases

All press releases or announcements about agency programs, projects, and contract awards need to be cleared by the COR and the CO. Under no circumstances shall the contractor, or anyone acting on behalf of the contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any publicity news release or commercial advertising without first obtaining explicit written consent to do so from the COR and the CO. The contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the federal government or is considered by the government to be superior to other products or services.

5.7.Additional Point of Contact:

DHS/TSL TECHNICAL REPRESENTATIVE:

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