# **Contract Summary Form**

OC Expediter Requisition#

1636847, 1657385, 1667359

Tecan US Inc.

### **SUMMARY OF SIGNIFICANT CHANGES**

Consolidate several Tecan US Inc. contracts

## **SUBCONTRACTORS**

This contract does not currently include subcontractors or pass through to other providers.

## **CONTRACT OPERATING EXPENSES**

See attached excerpt from the Sole Source Contract in a not to exceed amount of \$476,995 for a three-year term of July 1, 2024, through June 30, 2027.

#### ATTACHMENT A

#### Scope of Work

- I. Contractor shall provide the following maintenance and service of Tecan Freedom EVO Instruments with Roma Armas and Liquid Handling Arms (LiHa/Air LiHa) in the DNA Unit:
  - Contractor shall provide one (1) scheduled, on-site preventative maintenance visit per year to include:
    - a. Cleaning and greasing of equipment and parts
    - b. Wear and tear parts (including, but not limited to, valves, syringes, tips, tip assemblies, and tubing). The cylinders from the cylinder assemblies on the air LiHa's shall be replaced every two years.
    - c. Adjustments to instrument
    - d. Instrument specific tests, including a colorimetric QC test, as outlined in the Service Manual
    - e. A service report including written details of all service, adjustments, and updates performed on instrument
    - f. Travel costs and labor
  - On-site repairs in case of instrument failure including:
    - a. Spare parts (as required)
    - b. Travel costs and labor
    - A service report including written details of all service, adjustments, and updates performed on instrument
  - Update Installations at the time of scheduled preventative maintenance visits (released for use
    on the instrument and at the discretion of Tecan are required to be installed on the instrument
    to maintain reliability, usability and/or safety; upgrades are not included in the coverage of this
    contract:
    - a. Essential Hardware updates
    - Essential Firmware updates
    - c. Essential Software updates
- II. Contractor shall provide the following maintenance and service of Tecan Freedom EVO Instruments with Roma Arms and Liquid Handling Arms (LiHA) in the Toxicology Unit:
  - Contractor shall provide one (1) scheduled, on-site preventative maintenance visit per year to include:
    - a. Cleaning and greasing of equipment and parts
    - Wear and tear parts (including, but not limited to, valves, syringes, tips, tip assemblies, and tubing)
    - c. Adjustments to instrument
    - d. Instrument specific tests as outlined in the Service Manual

- A service report including written details of all service, adjustments, and updates performed on instrument
- f. Travel costs and labor
- On-site repairs in case of instrument failure including:
  - Spare parts (as required)
  - b. Travel costs and labor
  - A service report including written details of all service, adjustments, and updates performed on instrument
- Update Installations at the time of scheduled preventative maintenance visits (released for use
  on the instrument and at the discretion of Tecan are required to be installed on the instrument
  to maintain reliability, usability and/or safety; upgrades are not included in the coverage of this
  contract:
  - a. Essential Hardware updates
  - Essential Firmware updates
  - c. Essential Software updates
- III. Contractor shall provide the following maintenance and service of Sunrise Reader Instruments and HydroFlex Washers in the Toxicology Unit;
  - Contractor shall provide one (1) scheduled preventative maintenance per year to include:
    - a. Cleaning and greasing
    - Wear and tear (including, but not limited to, valves, syringes, tips, tip assemblies, and tubing)
    - c. Adjustments to instrument
    - d. Instrument specific tests as outlined in the Service Manual
    - A service report including written details of all service, adjustments, and updates performed on instrument
    - f. Labor costs
    - g. All Shipping costs for sending the equipment to and from the Contractor, utilizing next day shipping services by a major carrier
  - Depot level repair in case of instrument failure including:
    - a. Function check and error analysis
    - b. Calibration and adjustments
    - c. Consumable parts, as required
    - All Shipping costs for sending the equipment to and from the Contractor, utilizing next day shipping services by a major carrier
    - A service report including written details of all service, adjustments, and updates performed on instrument
    - Labor costs
  - Annual recalibration of QC tools (QC Pac or Multicheck)
    - a. Includes calibration certificate

- b. Shall be NIST traceable
- c. Returned via UPS Ground Shipping
- A Loaner instrument shall be provided in the instance that instrument needs to be sent for repairs. Loaner shall be shipped using next-day shipping services.
- Remote Support with unlimited connections during the contract period. Support shall be provided by a trained Tecan Support Specialist.
- Update Installations at the time of scheduled preventative maintenance visits (released for use
  on the instrument and at the discretion of Tecan are required to be installed on the instrument
  to maintain reliability, usability and/or safety; upgrades are not included in the coverage of this
  contract:
  - a. Essential Hardware updates
  - b. Essential Firmware updates
  - c. Essential Software updates
- IV. Contractor shall respond via phone or email within two (2) hours of receiving a request for service and provide on-site service within forty-eight (48) hours of receiving a request for service.
- V. All on-site service shall be provided during business hours Monday through Friday 8:00 AM to 5:00 PM (Pacific Standard Time) excluding County holidays.
- VI. Contractor shall pay packaging and overnight shipping fees (by major carrier with tracking capability) for loaner equipment and repaired equipment.
- VII. The County will incur no costs for travel by Contractor.
- VIII. Service technician shall be Tecan US, Inc certified field engineer or application specialist.

#### 1. List of instruments is as follows:

Line Item No.	Unit	Description	S/N
1	DNA	Maintenance and Service Freedom EVO 100	1303009031
2	DNA	Maintenance and Service Freedom EVO 100	1607000998
3	DNA	Maintenance and Service Freedom EVO 100	1611010085
4	DNA	Maintenance and Service Freedom EVO 150	1001005920
5	DNA	Maintenance and Service, Freedom EVO 150	1101007634
6	DNA	Maintenance and Service, Freedom EVO 150	1905010492
7	DNA	Maintenance and Service Freedom EVO 150	1905010619

8	Toxicology	Maintenance and Service Freedom EVO 150	704000009
9	Toxicology	Maintenance and Service Freedom EVO 200	1306001413
10	Toxicology	Maintenance and Service Sunrise Reader	704000066
11	Toxicology	Maintenance and Service Suarise Reader	1306002434
12	Toxicology	Maintenance and Service Hydroflex Washer	1306001704
13	Toxicology	Maintenance and Service Hydroffex Washer	1701001271

#### Maintenance and Service Location:

Orange County Sheriff's Department/OC Crime Lab 320 N. Flower St., 5<sup>th</sup> Floor Santa Ana, CA 92703

#### ATTACHMENT B

## Compensation and Pricing Provisions

 Compensation: This is a firm-fixed fee Contract between the County and Contractor for Maintenance and Service of Tecan Instruments as set forth in Attachment A, "Scope of Work".

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. The County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles C. Amendments of the County Contract Terms and Conditions.

Fees and Charges: County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

Year 1 for the following instruments for term July 1, 2024 through and including June 30, 2025:

Line Item No.	Unit	Description	S/N	*Total for Maintenance Year 1 07/01/24-06/30/25
8	Toxicology	Maintenance and Service Freedom EVO 150	704000009	\$17,705.00
10	Toxicology	Maintenance and Service Sunrise Reader	704000066	\$1,912.00
13	Toxicology	Maintenance and Service Hydroflex Washer	1701001271	\$1,027.00
			Total	\$20,644.00

Year 1 for the following instruments for term October 22, 2024 through and including June 30, 2025:

Line Item No.	Unit	Description	S/N	*Total for Maintenance Year 1 10/22/24-06/30/25
1	DNA	Maintenance and Service Freedom EVO 100	1303009031	\$7,128.52
2	DNA	Maintenance and Service Freedom EVO 100	1607000998	\$6,415.88
3	DNA	Maintenance and Service Freedom EVO 100	1611010085	\$6,415.88
4	DNA	Maintenance and Service Freedom EVO 150	1001005920	\$18,715.74

5	DNA	Maintenance and Service, Freedom EVO 150	1101007634	\$18,715.74
6	DNA	Maintenance and Service, Freedom EVO 150	1905010492	\$9,897.71
7	DNA	Maintenance and Service Freedom EVO 150	1905010619	\$9,897.71
		\$77,187.18		

## Year 1 for the following instruments for term December 7, 2024 through and including June 30, 2025:

Line Item No.	Unit	Description	S/N	*Total for Maintenance Year 1 12/07/24-06/30/25
9	Toxicology	Maintenance and Service Freedom EVO 200	1306001413	\$15,192.68
11	Toxicology	Maintenance and Service Sunrise Reader	1306002434	\$2,311.51
12	Toxicology	Maintenance and Service Hydroflex Washer	1306001704	\$1,995.56
		\$19,499.75		

## Year 2 for all instruments for term July 1, 2025 through and including June 30, 2026:

Line Item No.	Unit	Description	S/N	*Total for Annual Maintenance Year 2 07/01/25-06/30/26
1	DNA	Maintenance and Service Freedom EVO 100	1303009031	\$10,849.65
2	DNA	Maintenance and Service Freedom EVO 100	1607000998	\$9,765.00
3	DNA	Maintenance and Service Freedom EVO 100	1611010085	\$9,765.00
4	DNA	Maintenance and Service Freedom EVO 150	1001005920	\$28,485.45
5	DNA	Maintenance and Service, Freedom EVO 150	1101007634	\$28,485.45
6	DNA	Maintenance and Service, Freedom EVO 150	1905010492	\$15,064.35

7	DNA	Maintenance and Service Freedom EVO 150	1905010619	\$15,064.35
8	Toxicology	Maintenance and Service Freedom EVO 150	704000009	\$18,590.25
9	Toxicology	Maintenance and Service Freedom EVO 200	1306001413	\$28,274.40
10	Toxicology	Maintenance and Service Sunrise Reader	704000066	\$2,007.60
11	Toxicology	Maintenance and Service Sunrise Reader	1306002434	\$4,301.85
12	Toxicology	Maintenance and Service Hydroflex Washer	1306001704	\$3,713.85
13	Toxicology	Maintenance and Service Hydroflex Washer	1701001271	\$1,078.35
		Total	\$175,445.55	

# Year 3 for all instruments for term July 1, 2026 through and including June 30, 2027:

Line Item No.	Unit	Description	S/N	*Total for Annual Maintenance Year 3 07/01/26-06/30/27
1	DNA	Maintenance and Service Freedom EVO 100	1303009031	\$11,392.13
2	DNA	Maintenance and Service Freedom EVO 100	1607000998	\$10,253.25
3	DNA	Maintenance and Service Freedom EVO 100	1611010085	\$10,253.25
4	DNA	Maintenance and Service Freedom EVO 150	1001005920	\$29,909.72
5	DNA	Maintenance and Service, Freedom EVO 150	1101007634	\$29,909.72
6	DNA	Maintenance and Service, Freedom EVO 150	1905010492	\$15.817.57
7	DNA	Maintenance and Service Freedom EVO 150	1905010619	\$15,817.57

8	Toxicology	Maintenance and Service Freedom EVO 150	704000009	\$19,519.76
9	Toxicology	Maintenance and Service Freedom EVO 200	1306001413	\$29,688.12
10	Toxicology	Maintenance and Service Sunrise Reader	704000066	\$2,107.98
11	Toxicology	Maintenance and Service Sunrise Reader	1306002434	\$4,516.94
12	Toxicology	Maintenance and Service Hydroflex Washer	1306001704	\$3,899.54
13	Toxicology	Maintenance and Service Hydroflex Washer	1701001271	\$1,132.27
		Total	\$184,217.82	

<sup>\*</sup> Pricing shall include all expenses incurred in order to perform the maintenance and repair services specified in this contract including, but is not limited to travel, labor, parts, shipping and all applicable taxes

Contract shall not exceed \$476,994.30 for initial three (3) year term:

Year 1 - July 1, 2024 through and including June 30, 2025 = \$117,330.93

Year 2 - July 1, 2025 through and including June 30, 2026 = \$175,445.55

Year 3 - July 1, 2026 through and including June 30, 2027 = \$184,217.82

Year 4 for all instruments for term July 1, 2027 through and including June 30, 2028:

Line Item No.	Unit	Description	S/N	*Total for Annual Maintenance Year 4 07/01/27-06/30/28
1	DNA	Maintenance and Service Freedom EVO 100	1303009031	\$11,961.74
2	DNA	Maintenance and Service Freedom EVO 100	1607000998	\$10,765.91
3	DNA	Maintenance and Service Freedom EVO 100	1611010085	\$10,765.91
4	DNA	Maintenance and Service Freedom EVO 150	1001005920	\$31,405.21
5	DNA	Maintenance and Service, Freedom EVO 150	1101007634	\$31,405.21

6	DNA	Maintenance and Service, Freedom EVO 150	1905010492	\$17,438.87
7	DNA	Maintenance and Service Freedom EVO 150	1905010619	\$17,438.87
8	Toxicology	Maintenance and Service Freedom EVO 150	704000009	\$21,520.54
9	Toxicology	Maintenance and Service Freedom EVO 200	1306001413	\$32,731.15
10	Toxicology	Maintenance and Service Sunrise Reader	704000066	\$2,324.05
11	Toxicology	Maintenance and Service Sunrise Reader	1306002434	\$4,979.93
12	Toxicology	Maintenance and Service Hydroflex Washer	1306001704	\$4,299.25
13	Toxicology	Maintenance and Service Hydroflex Washer	1701001271	\$1,248.32
		Total	\$203,100.17	

<sup>\*</sup> Pricing shall include all expenses incurred in order to perform the maintenance and repair services specified in this contract including, but is not limited to travel, labor, parts, shipping and all applicable taxes