

APPENDIX A

SCOPE OF SERVICES

1. INTRODUCTION/BACKGROUND

This contract is for the purchase of DNA Testing Supplies, Equipment, Training and Maintenance Services for current and future equipment. The Contractor shall provide the required services on an "as needed" basis for the Miami-Dade Police Department, as determined by the County. The County's Project Manager or designee will request services via telephone or e-mail. The type of service/equipment and the deadline for which those services are to be completed will be specified at time of the order.

2. SERVICES TO BE PROVIDED

A. HID Systems Equipment, DNA Testing Supplies and Software Supplies

1. The Contractor shall provide equipment listed in Appendix B as required by the County. The equipment order shall be delivered to the County within the timeframe as specified by the County with each order, which shall be no less than the approximate delivery time required by the Contractor for each product number. The Contractor shall pre-pay for shipping and handling charges for the equipment, which shall then be billed by the Contractor on the applicable invoice number.
2. The Contractor shall deliver parts and supplies listed in Appendix B to the County on an as needed basis. The Contractor shall pay for shipping and handling charges. Upon their mutually written agreement, the County and the Contractor may modify the supplies list in Appendix B at any time during the term of this Contract including any extensions thereof.

B. HID Systems and Software Maintenance and Repair

The Contractor shall provide maintenance and repair for DNA testing equipment.

Contractor's maintenance plans are as follows:

**AB Assurance Plan:**

1. Parts, labor and travel for remedial repair.
2. No charge for planned maintenance visits. The number of planned maintenance visits will be in accordance with the requirements of the service plan (See Note A below). The annual planned maintenance ("PM") visit is automatically opened and will be performed within the contract period.
3. Should you have an immediate need to request and/or schedule your PM, please contact our Instrument Care Center at 800-955-6288 option 3,1 or email them at

InstrumentServices@Lifetech.com to schedule. This PM visit ensures optimal performance of your instrument, often preventing major breakdowns before they happen.

4. Guaranteed priority response time of two (2) business days after receipt of a service call for instruments located in Contractor's Service Zones 1 and Zone 2. If Contractor fails to arrive at the instrument location within Zone 1 or Zone 2 within 2 business days for reasons other than customer's failure to provide access to Contractor or causes beyond the reasonable control of Contractor, Contractor will provide customer a service plan renewal credit in an amount equivalent to one day's pro-rated charge for each day Contractor's response is late. See Note B below for call time cut off, other details, and terms and conditions.
5. Target response time of three (3) business days for remedial repairs outside of Zones 1 and 2. Contractor will use reasonable efforts to respond within three (3) business days from receipt of a service call.
6. Priority telephone and email access to instrument technical support.
7. Telephone and email access to application technical support.
8. Remote Monitoring and Dx Service, which provides for notification to customer of instrument failures or errors that are reported by AB's Remote Monitoring software.

#### **Important Notes**

(A) Planned maintenance visits are intended to minimize the need for service calls. Contractor may perform more than the number of planned maintenance visits indicated in Contractor's quotation, at Contractor's discretion. County will not be charged for any planned maintenance visits made during the plan period, except for visits that are in addition to the number indicated in Contractor's quotation that are requested by customer.

(B) A service call must be received by Contractor's service center before 5:00 PM local time (U.S.A. Eastern time) for priority response time service. Each late day's pro-rated credit is an amount equal to 1/365th of the annual fee for the service plan covering the instrument with respect to which the service call was made. If a service plan covers more than one instrument, the pro-rata credit is determined by allocating a pro-rata portion of the plan's annual fee to the instrument with respect to which the service call was made. The credit may be used by customer when renewing its current service plan covering that instrument for a consecutive period, as a credit against plan fees. To be eligible to use the credit, Contractor's Service Plan Administrator must receive notice in writing (e-mail notification is satisfactory) of the customer's intention to use the credit for a renewal at the time of renewal, but in any event no later than fifteen (15) days after the expiration of the service plan period in which the credit was earned. The credit described above is Contractor's sole obligation and customer's sole remedy for failure of Contractor to respond to a service call within one (1) business day for the Contractor Complete Plan and Contractor Uptime Plan and two (2) business days for the Contractor Assurance Plan. The address of Contractor's Service Plan Administrator is Life Technologies Service Plan Administrator, 6065 Sunol Boulevard, Pleasanton, CA 94566 (e-mail: Service.Sales@LifeTech.com).

**AB Repair Center**

**A. Inclusions**

1. Repairs. In the event the County's instrument requires repairs, the County will send the County's instrument covered by this plan to a Life Technologies' Repair Center (LTRC). Cost of parts and labor for remedial repair is included. Contractor will use reasonable efforts to perform the repair and ship the County's instrument back to the County within fifteen (15) business days from the date of receipt of such instrument at a receiving center designated by Contractor or within a reasonable time thereafter.
2. Temperature Recalibration. Contractor will test and verify the temperature accuracy of the instrument and, if it is determined by Contractor to be out of Contractor's temperature accuracy specifications, Contractor will recalibrate the instrument's thermo block control.
3. Certification Performance Test Series. Contractor will test and verify that the instrument's heating and cooling rates, average cycle time standard deviation, and thermal non-uniformity are within Contractor's published specifications.
4. Firmware upgrade. The instrument will be upgraded with the latest version of firmware, unless the customer directs Contractor in writing not to perform the upgrade.
5. Costs of shipping of both replacement and original instruments will be borne by Contractor.
6. Technical Support. Telephone access to instrument technical support.

**B. Exclusion:**

1. Planned maintenance service.

**C. HID Systems and Software Training**

The Contractor shall provide training and ensure that the County personnel are knowledgeable and trained in the use and operation of equipment.