

DESCRIPTION/ SPECIFICATION/ WORK STATEMENT

1. Statement of Work.

This contract shall provide for maintenance services which include on-site remedial repairs, normal working hour coverage or 24-hour emergency service (indicate on page 5, level of coverage required) and routine preventive maintenance services to Department of Defense owned equipment, as listed on the SF 1449 "Order for Commercial Items." It shall include all systems, subsystems components, and assemblies which were part of the original system purchased. All maintenance provisions shall apply to hardware, firmware, and software, as appropriate, unless otherwise stated.

1.a. General

1.b. The Contractor shall comply with Federal, State, Local laws, and Federal Regulations as applicable to the performance of this contract.

1.c. The Contractor shall not accept any instructions issued by any person employed by the U.S. Government, other than: the Contracting Officer (KO) acting within the limits of authority.

2. Scope of Work

2.a. The Contractor shall provide trained, experienced, English speaking personnel, labor, tools, diagnostic equipment, software, test phantoms, material, supplies, transportation, parts, and equipment necessary to perform Preventive Maintenance (PM), Calibration (CAL), Safety testing (ST) and remedial repairs.

2.b. The Contractor shall provide telephonic communications with the Government to discuss technical matters relating to the performance of this contract. A systems operator will be made available to answer technical questions regarding system operations and applications.

2.c. Equipment listed in this contract will be maintained to meet the original equipment manufacturer's (OEM's) specifications.

2.d. Equipment and associated components shall be serviced as listed on: SF 1449, "Order for Commercial Items".

2.e. The Contractor Point of Contact (POC). The Contractor shall provide in writing the name and telephone number of a primary and alternate English speaking individual to act as their representative for the scheduling and coordination of service calls, and to be responsible for the coordination of the contract with the Government.

2.f. The Contracting Officer (KO) shall immediately be notified in writing whenever changes are made to the contract.

3. **Identification of Contractor Personnel.**

3.a The Government will provide an **Identification Badge** to the Contractor which they shall wear during the performance of services at the Government site.

4. **Government Furnished Property, Materials and Services.**

4.a. The Contractor representative(s) at each site may request a pre-maintenance inspection prior to the onset of the contract. Any equipment found to be inoperable during this pre-maintenance inspection, will be repaired using a separate purchase order. The Government certifies that the equipment to be maintained under this contract will be in good operating condition on the effective date of this contract. For the purpose of this contract, the clause, "good operating condition" means the conditions necessary for the equipment to function as intended without the need for remedial maintenance. The Contractor agrees to leave the equipment in good operating condition at the expiration of this contract. During the final week of this contract, final inspection of the equipment will be made by the Government. Any correction of deficiencies noted during this inspection shall be resolved prior to contract end.

4.b. The Government will furnish **expendable supplies** (i.e. film, chemicals) consumed during normal procedural sequence and necessary for the completion of the required maintenance services.

4.c. The Contractor will be responsible for delays encountered due to the non-availability of Government furnished property. The time allowed for the completion of remedial repairs will be extended to equal the amount of time the government caused the delays.

4.d. The Government will be responsible for maintaining the proper environment, including utilities and site requirements necessary for the system to function properly as specified by the OEM.

4.e. The Government will operate the system in accordance with the instruction manual provided by the OEM.

4.f. The Government will not be responsible for damage or loss due to fire, theft, accident, or other disaster of Contractor supplies, materials or for the personal belongings brought onto Government property by Contractor's personnel.

5. **Contractor Furnished Property and Material.**

5.a. Only the material referenced in section 4.b., will be furnished by the Government. All other material required in the performance of the contract shall be furnished by the Contractor, unless otherwise stated in 10.g., under exclusions.

5.b. The Contractor shall provide all service literature, reference publications, laptop computers and diagnostic software to be used by the contractor service technicians and as required for the completion of the services in accordance with this contract.

6. Replacement Parts.

6.a. The Contractor shall have ready access to unique and/or high mortality replacement parts. All parts supplied shall be compatible with the existing system. See Parts Exclusions, if applicable, are listed in 10.g.

6.b. The Contractor shall replace all worn or defective parts necessary to restore the equipment to 100% operational condition as specified by the OEM.

6.c. Contractor installed replacement parts shall become the property of the Government and the replace malfunctioning part shall become the property of the Contractor.

6.d. Freight, postage, and storage charges associated with shipment and receipt of replacement parts, and the return of parts shall be the responsibility of the Contractor.

6.e. The Contractor shall use only new or warranted replacement parts where the quality is equal to or better than the OEM's original part. When discrepancies occur, the Government will make the final determination on whether a replacement part is of equal or better quality.

6.f. The Contractor must include software revisions and upgrades (field service changes) which are required due to a manufacturer announced safety-hazard and FDA recall as part of the contract at no additional cost to the Government.

7. Specific Tasks.

7.a. Contractor Report Requirements

7.b. During normal duty hours, Contractor personnel shall check-in with the KO, upon arrival at the Government site and again prior to departure. The Contractor shall personally notify the KO of problems that result in the equipment being left disabled upon their departure. During other than normal duty hours, the contractor shall notify the systems operator designated by the KO.

7.c. The Contractor shall provide a full service report within two (2) days after completion of all service performed. The service report shall include, but not be limited to: contract number, contractors log number, detailed description of the services(s) performed, replacement parts(s) information (part number, part value, nomenclature, unit price, manufacturer, if not OEM, and whether the part is new/used/reconditioned, the completion date and time, man-hours expended and the hourly rate normally charged for the type of service performed, and the name of the technician performing the service.

8. Contractor Responsibility.

8.a. The Contractor shall be responsible for all items of Government equipment throughout the period under his control.

8.b. The Contractor shall be responsible for any damages to Government owned equipment and property and shall replace or repair any property damaged due to a fault of the Contractor or his representatives. All such replacement or repairs shall be at the Contractor's expense and approved by the KO.

8.c. The Contractor shall ensure all areas where equipment is serviced on-site are left in a clean, neat, safe and orderly condition. To prevent safety hazards, no equipment shall be left pulled out or apart upon Contractor departure from the work site. Equipment being repaired shall be safely secured at all times.

8.d. The Contractor is not responsible for service required due to Government misuse, abuse, or damage to the system or its components when it has been determined that the damage resulted from an act of God. The Contractor has four hours to make this determination and submit it to the KO for resolution.

9. Preventative Maintenance Services.

9.a. The Contractor shall, as a minimum, perform all preventative maintenance services in accordance with the OEMs suggested service intervals, unless otherwise stated in 9.b.

9.b. The Government will establish the required intervals for the performance of preventive maintenance services. **Preventive maintenance shall be performed every 6 months.**

(The Government Fiscal Year runs: i.e.: 10/1/25 thru 9/30/26). The Contractor shall schedule and complete preventative maintenance services prior to the 15th of the month.

9.d. The Contractor shall confirm scheduled dates with (BMR) at least five working days prior to performing preventative maintenance services.

9.e. The Contractor shall schedule preventative maintenance for other than peak patient examination times determined by the KO at each site.

9.f. The Contractor shall, at a minimum, perform all preventative maintenance services as prescribed by the OEM using a detailed services checklist. The completed checklist will be provided to the Government with the Contractor's service report. Send the reports to: usn.detrick.navmedrschensvcmd.mbx.bmet-fsr@mail.mil

9.g. All test equipment used in the performance of this contract will be routinely calibrated and the calibration shall be in compliance with Joint Commission on Accreditation of Healthcare Organizations (JCAHO), Original Equipment Manufacturer (OEM) and Federal Drug Administration (FDA) standards.

10. Remedial Repairs.

10.a. There shall be two levels of Remedial Maintenance service available. These two levels are:

- 1) 24-Hour Emergency Service and;
- 2) Normal Working Hour Maintenance Coverage

10.b. 24-hour Emergency Service.

Monday thru Sunday and Scheduled Government Holidays with published telephone number that is active 24 hours a day. (no separate charge shall be made for labor, travel or living expenses). *The Contractor shall telephonically respond within hours after receipt of notification of equipment failure and shall provide on-site service within hours. Equipment shall be operational within hours. Emergency Service calls MUST BE requested by Biomedical Maintenance Facilities at ALL TIMES. The Government reserves the right to deduct from the Contractor's payment an amount per hour equal to the number of hours the Contractor fails to respond, *as listed above.

10.c. X **Normal Working Hour Maintenance Coverage.**

Maintenance Coverage shall be performed Monday thru Friday, between 8: 00 a.m. to 4: 30 p.m. The Contractor shall telephonically respond within 8 business hours after receipt of notification of equipment failure, and shall provide onsite service within 24 business hours. Equipment shall be operational within 48 business hours. The Government reserves the right to deduct from the Contractor's payment an amount per hour equal to the number of hours the Contractor fails to respond, *as listed above. Emergency services outside the normal working hours by the Government site shall be billable to the Government at published commercial rates, and negotiated prior to services rendered.

10.d. Government request for remedial repairs will be placed by KO, to the Contractor's POC. Remedial Maintenance shall be made available during normal duty hours associated with each site.

10.e. The Contractor shall assign a unique Log Number to each Government request for remedial repairs.

10.f. The Contractor's response to requests for remedial repairs may include telephone consultation between the equipment user/operator and a Contractor FSE. The purpose of this telephone consultation shall be: 1) to provide instruction in determining operator error; 2) to determine the most likely cause of the problem; 3) to determine if resolution of the problem requires the dispatch of a FSE; and 4) to identify replacement parts likely to be required in order to return the equipment to 100% operational condition as specified by the OEM.

10.g. Each level of service shall include all parts to be furnished by the Contractor at **No cost** to the Government, unless otherwise indicated. Any/all exclusions are listed as follows:

10.h. The Contractor shall have his/her own service manuals, specifications, schematic diagrams and parts lists to assist in the evaluation/repair of all equipment included in this contract.

11. Removal of Government Property

11.a. Whenever the repair of equipment cannot be performed at the Government site as determined by the Contractor, the Contractor shall notify the KO who will make arrangements for the Contractor to remove the items to the Contractor's designated site. The Contractor may be required to sign a Government form accepting responsibility for the Government equipment.

11.b. All charges resulting from a Contractor determined requirement to transport Government owned property, covered by this contract, to and from an alternate repair location shall be the responsibility of the Contractor.

12. Equipment Modification Upgrades.

12.a. The Contractor shall only incorporate OEM specified modifications, alterations and upgrades. Approval shall be obtained from the KO prior to the Contractor installation of any modification, alteration, or upgrades.

12.b. The Contractor shall perform all OEM field modifications and safety inspections without charge to the government.

12.c. The Contractor shall maintain contact with the OEM to determine the requirement for field modifications and to ensure accomplishment of these field modifications in accordance with the time schedule set forth by the OEM.

12.d. The Government shall not alter the system without prior notification to the contractor.

12.e. Software upgrade shall be provided by the contractor at no additional cost to the Government. Installation of upgrades will be left to the discretion of the Government.

13. Service Beyond the Scope of the Contract.

13.a. The Contractor shall immediately, but not later than 24 consecutive hours after discovery, notify the KO, in writing, of the existence or the development of any defects in, or repair

required to the scheduled equipment which the Contractor considers they are not responsible for under the terms of this contract.

13.b. At the same time of the notification, the Contractor shall furnish the KO with a written estimate of the cost to make the necessary repairs. Repairs considered by the Contracting Officer to be outside the scope of this contract shall not be covered under this contract, but shall be ordered under a separate purchase order.