**Sample: SCOPE OF WORK**

**VA Northern California Health Care System**

**10535 Hospital Way**

**Mather, CA 95655**

**VA NCHCS PFT ANNUAL PREVENTATIVE MAINTENANCE CONTRACT**

# 1. SERVICES: The C&A requirements do not apply, and that a Security Accreditation Package is not required.

Contractor shall provide Annual Preventative Maintenance Service Agreement for QTY FOUR (4) PLETHYSMOGRAPHS: WHOLE BODY and QTY ONE (1) Breeze Connect Multi-User & Interface Support Agreements fully described below. Maintenance Services shall be provided for the Department of Veterans Affairs Northern California Health Care System – Location of the Equipment is listed below. All services shall be provided in accordance with the specifications, terms and conditions contained herein.

# The following equipment located at NCHCS, VA Redding Outpatient Clinic, CA. 3455 Knighton Rd, Redding, CA 96002

PFT PULMONARY FUNCTION TEST BODY BOX: PLETHYSMOGRAPHS: WHOLE BODY

612 MX1724688 Serial Number: 243000471

Annual Service Maintenance Contract for preventive maintenance inspection

# The following equipment located at NCHCS, VA Martinez Outpatient Clinic, CA. 150 Muir Rd, Martinez CA 94553

PFT PULMONARY FUNCTION TEST BODY BOX: PLETHYSMOGRAPHS: WHOLE BODY

612 MX1723495 Serial Number: 243000473

Annual Service Maintenance Contract for preventive maintenance inspection

# The following equipment located at NCHCS, Sacramento VA Medical Center, CA. 10535 Hospital Way, Mather CA 95655

PFT PULMONARY FUNCTION TEST BODY BOX: PLETHYSMOGRAPHS: WHOLE BODY

612 MX1720374 Serial Number: 243000468

Annual Service Maintenance Contract for preventive maintenance inspection

PFT PULMONARY FUNCTION TEST BODY BOX: PLETHYSMOGRAPHS: WHOLE BODY

612 MX1720368 Serial Number: 243000467

Annual Service Maintenance Contract for preventive maintenance inspection

BREEZECONNECT Multi-User & Interface Support

Annual Service Maintenance Contract for support, maintenance, and licensing agreement

Primary Right Fit Service Agreement includes the following:

* 1. Priority scheduling for service calls and access to spare parts inventory
  2. Priority Remote Service response
  3. All labor and travel during the standard working hours of coverage Mon to Fri 8 am 5 pm. Excluding holidays.
  4. One-hour initial response time with four hours on site response.
  5. Replacement of all spare parts that fail during normal use. Excluding Consumables
  6. Lifecycle Catalogue discount of 15% excluding UPS
  7. Parts Delivery a 10:30 am next day.
  8. Equipment Planned Maintenance service per Philips manufacturer specifications performed during standard working hours of coverage.
  9. Proprietary operating system software enhancements without hardware changes
  10. Unlimited technical service 24 x 7 and Clinical Applications Telephone support (Monday to Friday 8:00 am to 5 :00 pm)
  11. Remote Service Support (includes Remote Desktop)
  12. Remote proactive monitoring.
  13. Reports: PSI Eligible, service history, PM’s on request.

Contractor shall furnish the following:

* Preventative Maintenance including PM required parts, system verification, alignment, and adjustments are provided by MGC Diagnostics Corporationat no additional customer cost
* Parts & Labor necessary for PM are provided by MGC Diagnostics Corporationat no additional customer cost. Unscheduled Service and maintenance parts & labor are provided.
* Unscheduled Service is provided.
* Modifications for Safety or Reliability modifications including equipment, parts, hardware, and safety is provided by MGC Diagnostics Corporationat no additional customer cost.
* Equipment Verification will be provided by MGC Diagnostics Corporationat no additional customer cost.
* Emergency Telephone Consultation is provided 24 hours per day 7 days a week by MGC Diagnostics Corporationat no additional customer cost.

# 2. DEFINITIONS/ACRONYMS:

* 1. Biomedical Engineering - Supervisor or designee, Phone Number (916) 366-5481
  2. CO - Contracting Officer.
  3. COTR - Contracting Officer's Technical Representative.
  4. PM - Preventive Maintenance Inspection. Services which are periodic in nature and are required to maintain the equipment in such condition that it may be operated in accordance with its intended design and functional capacity with minimal incidence of malfunction or operative conditions. Service shall consist of calibration and testing in accordance with the manufacturer’s latest established service procedures to ensure operation of equipment within manufacturer’s or VA’s performance specifications, whichever is the most rigorous. PM includes cleaning, inspecting lubricating and testing all equipment. All equipment shall be operated at least one complete operating cycle at the end of each PM.

E. FSE - Field Service Engineer. A person who is authorized by the contractor to perform maintenance (corrective and/or preventive) services on the VA Outpatient Clinic premises.

F. ESR - Vendor Engineering Service Report. A documentation of the services rendered for each incidence of work performance under the terms and conditions of the contract.

G. Acceptance Signature - VAOPC employee who indicates FSE demonstrated service conclusion/status and user has accepted work as complete/pending as stated in ESR.

H. Authorization Signature - COTR's signature; indicates COTR accepts work status as stated in ESR.

I. NFPA - National Fire Protection Association.

J. CDRH - Center for Devices and Radiological Health.

K. VAOPC - Department of Veterans Affairs Outpatient Clinic.

L. OEM - Original Equipment Manufacturer

# 3. CONFORMANCE STANDARDS:

Contractor shall provide services and material to ensure that the equipment functions in conformance with the latest requirements of NFPA-99, JC, NEC, OSHA, HIPAA, Federal and VA security specifications and requirements as applicable. The equipment shall be maintained such that it meets or exceeds the performance specifications as established in the OEM’s technical specifications. Additional performance specifications that exceed the OEM specifications shall be specified in writing by the VA.

# 4. PREVENTIVE MAINTENANCE:

* 1. Contractor shall perform Preventive Maintenance inspections as per contract and agreed schedule.

B. The contractor shall furnish documentation, including all measurement and calibration data to certify that the system is performing in accordance with the performance specifications.

# 5. EMERGENCY MAINTENANCE:

* 1. All required parts shall be furnished, with the exception of expendable, consumable parts. Consumable and expendable parts are defined as items that require replacement on a greater than one-month frequency. Any exceptions shall be noted by the contractor in writing prior to the initiation of the contract. All subsequent decisions on classification of parts are at the discretion of the Biomedical Engineer.

B. The CO, COTR or designated alternate has the authority to approve/request a service call from the contractor.

C. On-site response within 4 hours.

# 6. HOURS OF COVERAGE:

Normal hours of coverage are (Monday through Friday) from 8:00am to 4:30pm, excluding holidays as identified in Section H. Work performed outside the normal hours of coverage at the request of COTR will be billed at the government rate. A separate purchase order will be issued to cover the cost(s) associated with any call back service as described herein.

# 7. PARTS:

The contractor shall furnish and replace parts at no cost with next delivery by 10:30a. The contractor shall have ready access to unique and/or high mortality replacement parts. All parts supplied shall be OEM or equivalent and fully compatible with existing equipment. The contract shall include all parts with the exception of consumable or expendable items. The contractor shall use new or rebuilt parts. Used parts, those removed from another system, shall not be installed without approval by the COTR. The contractor is required to install VA supplied parts when said parts are determined to be fully compatible. The determination of compatibility is at the discretion of the COTR.

# 8. SERVICE MANUALS:

The VAOPC shall not provide service manuals or service diagnostic software to the contractor for use in providing services under this contract. The contractor shall obtain, have on file, and make available to its FSE's all operational and technical documentation, (such as: operational and service manuals, schematics, and parts list), which are necessary to meet the performance requirements of this contract. The location and listing of the service data manuals, by name, and/or the manuals themselves shall be provided to the CO upon request.

# 9. DOCUMENTATION/REPORTS:

The documentation will include equipment down time and detailed descriptions of the scheduled and unscheduled maintenance procedures performed, including replaced parts and prices (for outside normal working hour services) required to maintain the equipment in accordance with conformance standards. Such documentation shall meet the guidelines as set forth in the Conformance Standards. In addition, each ESR must at a minimum document the following data legibly and in complete detail:

* 1. Name of Contractor

B. Name of FSE who performed services.

C. Contractor Service ESR Number/Log Number.

D. Date, Time(starting and ending), Hours-On-Site for service call.

E. VA Purchase Order Number(s) (if any) covering the call, if outside normal working hours.

F. Description of Problem Reported by COTR/User.

G. Identification of Equipment to be serviced to include the following: Equipment ID # or EE# from the bar-code, Manufacturer's Name, Device Name, Model#, Serial #, and any other Manufacturer's identification numbers.

H. Itemized Description of Service(s) Performed (including Costs associated with after normal working hour services), including: Labor and Travel, Parts (with part numbers) and Materials and Circuit Location of problem/corrective action.

I. Total Cost to be billed.

J. Signatures from the following:

* + 1. FSE performing services described.
    2. VA Employee who witnessed service described.

K. Equipment downtime, calculated in accordance with Conformance Standards.

NOTE: ANY ADDITIONAL CHARGES CLAIMED MUST BE APPROVED BY THE COTR BEFORE SERVICE IS COMPLETED!

# 10. REPORTING REQUIREMENTS:

The contractor shall report to Biomedical Engineering to "check-in" upon arrival and prior to performance of work under this contract. This check-in is mandatory and can be accomplished in person or by phone contact. When the service(s) is/are completed, the FSE shall document the services rendered on a legible ESR(s). The FSE shall be required to check out with the Biomedical Engineering Department (location to be specified at time of contract award) and submit the ESR(s) to the COTR. All ESRs shall be submitted to the equipment user for an "acceptance signature" and to the COTR for an "authorization signature." If the COTR is unavailable, a signed accepted copy of the ESR will be sent to the COTR within 5 business days of work completion.

FAILURE TO COMPLY, EITHER IN WHOLE OR IN PART, WITH EITHER THE NOTIFICATION OR ESR REQUIREMENTS WILL BE DEEMED SIGNIFICANT NON- COMPLIANCE WITH THE CONTRACT AND MAY BE JUSTIFICATION FOR TERMINATION OF THE CONTRACT.

# 11. ADDITIONAL CHARGES:

There will be no additional charge for time spent at the site during, or after the normal hours of coverage awaiting the arrival of additional FSE and/or delivery of parts.

# 12. REPORTING REQUIRED SERVICES BEYOND THE CONTRACT SCOPE:

The Contractor shall immediately, but no later than 24 consecutive hours after discovery, notify the CO and COTR, (in writing), of the existence or the development of any defects in, or repairs required to the scheduled equipment which the Contractor considers he/she is not responsible for under the terms of the contract. The contractor shall furnish the CO and COTR with a written estimate of the cost to make necessary repairs.

# 13. CONDITION OF EQUIPMENT:

The contractor accepts responsibility for the equipment described in the Performance Work Statement, in, "as is" condition. Failure to inspect the equipment prior to contract award will not relieve the contractor from performance of the requirements of this contract.

# 14. COMPETENCY OF PERSONNEL SERVICING EQUIPMENT:

* 1. Each respondent must have an established business, with an office and full-time staff. The staff includes a "fully qualified" FSE and a "fully qualified" FSE who will serve as the backup.

B. "Fully Qualified" is based upon training and on experience in the field. For training, the FSE(s) shall have successfully completed a formalized training program, for the equipment identified in Section B. For field experience, the FSE(s) shall have a minimum of two years of experience, with respect to scheduled and unscheduled preventive and remedial maintenance on equipment identified in Section B.

C. The FSE(s) shall be authorized by the contractor to perform the maintenance services as required. All work shall be performed by "Fully Qualified" competent FSEs. The contractor shall provide written assurance of the competency of their personnel and a list of credentials of approved FSEs for each make and model the contractor services at the VAOPC. The CO may authenticate the training requirements, request copies of training certificates or credentials from the contractor at any time for any personnel who are servicing or installing any VAOPC equipment. The CO and/or the COTR specifically reserve the right to reject any of the contractor's personnel and refuse them permission to work on the VAOPC equipment.

# 15. TEST EQUIPMENT:

Prior to commencement of work on this contract, the contractor shall make available if requested t a copy of the current calibration certification of all test equipment that is to be used by the contractor in performing work under the contract. This certification shall also be provided on a periodic basis when requested by the VAOPC. Test equipment calibration shall be traceable to a national standard.

# 16. IDENTIFICATION, PARKING, SMOKING, CELLULAR PHONE USE AND VA REGULATIONS:

The contractor's FSE shall wear visible identification at all times while on the premises of the VAOPC. It is the responsibility of the contractor to park in the appropriate designated parking areas. Information on parking is available from the VA Police-Security Service. The VAOPC will not invalidate or make reimbursement for parking violations of the contractor under any conditions. Smoking is prohibited inside any buildings at the VAOPC. Cellular phones and two-way radios are not to be used within six feet of any medical equipment. Possession of weapons is prohibited.

Enclosed containers, including tool kits, shall be subject to search. Violations of VA regulations may result in a citation answerable in the United States (Federal) District Court, not a local district state, or municipal court.

# 17. COMPLIANCE WITH OSHA BLOODBORNE PATHOGENS STANDARD:

The contractor shall comply with the Federal/California OSHA Bloodborne Pathogens

Standard. The contractor shall:

* 1. Have methods by which all employees are educated as to risks associated with bloodborne pathogens.

B. Have policies and procedures that reduce the risk of employee exposure to bloodborne pathogens.

C. Have mechanisms for employee counseling and treatment following exposure to bloodborne pathogens.

D. Provide appropriate personal protective equipment/clothing such as gloves, gowns, masks, protective eyewear, mouthpieces for the employee during performance of the contract.

# 18. PERFORMANCE STANDARDS

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| --- | --- | --- | --- | --- |
| **Performance Objective** | **Performance Standard** | **PWS Para** | **Performance Threshold** | **Method of Surveillance** |
| **# 1 – Monthly Preventative Maintenance** | See Para. 3, 4,6 | See Para. 3,4,6 | Customer complaints shall not exceed 5 per year. | Random sampling of customers, customer complaints and observation |
| **# 2 – Service Calls** | See Para. 3,4,6 | See Para. 3,4,6 | Customer complaints shall not exceed 5 per year. | Random sampling of customers, customer complaints and observation |
| **# 3 - Submit timely and accurate invoices & documentation** | See Para. 9 | See Para. 9 | No more than two late or inaccurate invoices/ documents per year. | 100% inspection of submitted invoices and submitted documents. |

19. RECORDS MANAGEMENT LANGUAGE FOR CONTRACTS REQUIRED

The following standard items relate to records generated in executing the contract and should be included in a typical Electronic Information Systems (EIS) procurement contract:

1. Citations to pertinent laws, codes and regulations such as 44 U.S.C chapters 21, 29, 31 and 33; Freedom of Information Act (5 U.S.C. 552); Privacy Act (5 U.S.C. 552a); 36 CFR Part 1222 and Part 1228.
2. Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Government Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest.
3. Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records.
4. Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.
5. Contractor shall not create or maintain any records containing any Government Agency records that are not specifically tied to or authorized by the contract.
6. The Government Agency owns the rights to all data/records produced as part of this contract.
7. The Government Agency owns the rights to all electronic information (electronic data, electronic information systems, electronic databases, etc.) and all supporting documentation created as part of this contract. Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.
8. Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format [paper, electronic, etc.] or mode of transmission [e-mail, fax, etc.] or state of completion [draft, final, etc.].
9. No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the agency records schedules.
10. Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, this contract. The Contractor (and any sub-contractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.