

Statement of Work

The Department of Veterans Affairs in Erie, Pennsylvania requires Maintenance Services for the following equipment:

Computerized Axial Tomography Scanner

MFGR: Toshiba | Model: Aquillion32 | SEG #: 231027

EE #: 12198 | Location: Radiology

The Erie VAMC intends to award a firm-fixed price contract for one base year plus four – one year option periods.

Services Required

Services shall consist of, but is not limited to, technical inspections, cleaning, lubricating, adjusting, calibrating, installation of Preventative Maintenance kits, replacing parts, providing and installation the CT tubes as needed, troubleshooting, repairing, updating of software and travel zone charges, and maintaining the equipment in first-class operating condition. Services also include all intervening and emergency calls as required between regular inspections, except services necessitated by fire, accident, or abuse.

The Contractor will coordinate all services through the Contracting Officer's Representative (COR) and must obtain approval before performing any service or using any parts or supplies that are not covered under the contract. Services shall be performed between the hours of 8:00am and 4:30pm, Monday through Friday, unless otherwise approved by the COR. The Contractor shall confirm the date of the preventative maintenance inspection at least 48 hours prior to the date of the planned visit.

Emergency Services and Repairs

The Contractor shall respond, by telephone and within two (2) hours after notification by the COR or other authorized VAMC employee, to an emergency repair for the equipment listed above. A service technician shall arrive within 24 hours to evaluate or initiate repair of the equipment. Once the repair service has commenced, it is expected that the repair will be completed as expeditiously as possible to minimize downtime. Any work directed by an unauthorized VAMC employee or unauthorized work that is completed shall be done at the liability of the Contractor.

Replacement Parts, Hardware & Software Upgrades

Only new, standard parts as produced by the manufacturer of the equipment shall be furnished and installed by the Contractor. All parts shall be of current manufacture and shall have full versatility with the presently installed equipment. The Contractor shall maintain an adequate supply of parts so that no delays will occur in returning the equipment to operational status. The Contractor shall provide software upgrades that may be needed to restore the equipment to proper operating condition or to correct problems pertaining to recalls, safety alerts, or software defects.

Frequency of Inspections

The equipment listed above shall receive one (1) preventative maintenance inspection per month. In no event shall the schedule be deviated from by more than two (2) weeks without the approval of the Contracting Officer.

Reports

The Contractor's representative shall report to the Medical Center Police office to sign-in and obtain a contractor's identification badge prior to performing any preventive maintenance inspections or repairing the equipment. After obtaining a contractor's identification badge the Contractor's representative shall notify the Biomedical Engineering COR to inform them of their presences on station. Upon completion of the service call the Contractor's representative shall inform the Biomedical Engineering COR and provide a copy of the service report. The report shall include 1) date of service 2) equipment serviced 3) action taken 4) parts replaced 5) any costs not covered under the service contract 6) signature of authorized VAMC official 7) copy of all pertinent data and test results against the equipment.

Inspection of Premises and Equipment

Bidders shall visit the Medical Center to fully inform themselves regarding the conditions under which the services are to be performed. They shall make technical inspections of the equipment to ensure a thorough knowledge of existing conditions. Submission of an offer to maintain the equipment shall constitute acceptance of equipment in the existing condition. If the equipment is not in acceptable working condition, the cost to bring the equipment into an acceptable working condition will be included in the cost of the contract. The Contracting Officer reserves the right to either order the equipment repaired or delete the specific item of equipment from the contract.

Qualification of Offerors

Bids will be considered only from bidders who are regularly established in the service called for and who, in the judgement of the Contracting Officer are financially responsible. The bidder must provide documentation to verify their competency to work on the equipment upon submittal of a quotation. The documentation may consist of a letter from the Manufacturer verifying the service representative has been trained or a Manufacturer's training certificate or experience, with this specific equipment, that can be verified thru references from current and/or previous customers. The Contracting Officer reserves the right to refuse bidders who do not satisfactorily demonstrate these requirements.

Security Requirements

Information and Privacy

The C&A requirements do not apply and a Security Accreditation Package is not required.

VA Maintenance/Installation Warranty (March 24, 2011)

1. A prohibition on unauthorized disclosure. Information made available to the Contractor or Subcontractor by VA for the performance or administration of this contract or information developed by the Contractor in performance or administration of the contract shall be used only for these purposes and shall not be used in any other way without the prior written agreement of the VA.

2. A requirement for data breach notification. Upon discovery of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor/subcontractor has access, the contractor/subcontractor shall immediately and simultaneously notify the COR, the designated ISO, and Privacy Officer for the contract. The term “Security Incident” means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures.
3. A requirement to pay liquidated damages in the event of a data breach. In the event of a data breach of privacy incident involving any SPI the Contractor processes or maintains under this contract, the Contractor shall be liable to VA for liquidated damages for a specified amount per affected individual to cover the cost of providing credit protection services to those individuals.

Based on the determinations of the independent risk analysis, the contractor shall be responsible for paying to the VA liquidated damages in the amount of \$37.50 per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:

- Notification;
 - One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;
 - Data breach analysis;
 - Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;
 - One year of identity theft insurance with \$20,000.00 coverage at \$0 deductible; and
 - Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.
4. A requirement for annual security/privacy awareness training. Before being granted access to VA information or information systems, all contractor and subcontractor employees requiring such access shall complete, on an annual basis, either (1) the VA security/privacy awareness training within 1 week of the initiation of the contract, or (2) security awareness training provided or arranged by the Contractor that conforms to VA’s security/privacy requirements as delineated in the hard copy of the VA security awareness training provided to the contractor. If the Contractor provides their own training that conforms to VA’s requirements, they will provide the COR or CO a yearly report (due annually on the date of the contract initiation) stating that all security/privacy training that meets VA’s requirements and the total number of employees trained.
 5. A requirement to sign VA’s Rules of Behavior. Before being granted access to VA information or information systems, all contractor and subcontractor employees requiring such access shall sign, on an annual basis, an acknowledgement that they have read, understand, and agree to abide by VA’s Contractor Rules of Behavior.

Business Associate Agreement:

Upon award of the contract, the Contractor will be required to sign a Business Associate Agreement, as needed. A local BAA will not be initiated if a national BAA is already established.

Training Requirements

The Contractor will be required to take the VA Privacy and Information Security Awareness Training and complete the Contractor Rules of Behavior prior to the delivery of services and annually thereafter.

The Contractor shall provide a copy of the completed training certificate(s) to the Contracting Officer's Representative (COR).

Performance Measures: The Contractor's performance will be evaluated for each contract year. Documentation will be maintained by the COR on the Contractor's compliance with the performance measurements. Failure to meet the performance requirements could result in the loss of future consideration for a contract. The performance measurements are:

1. The Contractor must obtain an Identification badge, from the Police office, upon their arrival on station. This must occur each time the Contractor arrives on station to perform preventive maintenance inspections or repairs.
2. The Contractor must perform the preventive maintenance inspections during the months scheduled, according to the contract.
3. The Contractor will provide all preventive maintenance and repair documentation.
4. The Contractor must provide copies of the Completion Certificate for Privacy Awareness and Cyber Security training to the Contracting Officer and the COR.

CONTRACTOR PERFORMANCE REPORT

GENERAL CONTRACT INFORMATION

DEPARTMENT:

CONTRACTOR:

BASE YEAR:

BRIEF DESCRIPTION Laundry Services

OF SERVICE (SOW):

CURRENT YEAR:

AWARD FUTURE CONTRACTS?

TEAM:

CONTRACT #:

OPTION:

QUARTER:

☐ YES

☐ NO

RATINGS AND SUPPORTING DOCUMENTATION FOR RECOMMENDATION

(See Page 2 for Instructions)

PERFORMANCE ELEMENTS	1	2	3
A. Quality of Service/record accuracy/clinical pertinence	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Timeliness of performance/scheduling/consistency of visits	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Customer Service/patient satisfaction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. Business Relations/honors inquiries and requests for information	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Key:

1. Performance DOES NOT meet SOME contractual requirements. The performance of the element being assessed reflects a problem for which the CONTRACTING OFFICE will address by corrective action request with follow-up to using service.
2. Performance meets contractual requirements with COTR oversight. The contractual performance of the element being assessed contains minor problems to be addressed by the using service within the parameters designated by the delegation of the COTR.
3. Performance meets contractual requirements The contractual performance of the element being assessed was accomplished with NO problems

Performance Measure Description	Target/ Goal/ Contract Requirement	Current Data
Contractor obtains ID Badge from Police each time they arrive on station	100% compliance	
Contractor completes maintenance on the months scheduled	100% compliance	
Contractor has provided all preventative maintenance and repair documentation	100% compliance	
Contractor has provided copies of Completion Certificate for Privacy Awareness and Cyber Security training to the COR, annually	100% compliance	

COR Comments:

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Signature of rating official _____ Date: _____

FOR CONTRACT OFFICE USE ONLY			
Reviewing Official:		Date:	
CO Comments & Actions Taken			

CONTRACTOR PERFORMANCE REPORT INSTRUCTIONS

“Outstanding Performance is measured by resourcefulness”

To be objective and fair in determining contract awards, we ask that you participate in our **Service Contract Performance Monitoring Program** by filling out this report on a quarterly basis. Completed reports should be returned to the **Contracting Office** by the end of the second week of the month following the end of the quarter. The completed reports can be sent hard copy or by email. It is important that the form be completed by the designated COTR or an associate who is technically or professionally capable of rating the performance of the service being provided.

“Contract monitoring is only as effective as the diligence of the COTR and/or designee”.

Please read the definitions of the ratings and rate appropriately. You will notice that ratings 1 through 3 specify additional action that must be taken. A rating of 3 and 2 requires action by the using service/COTR only. **A rating of 1 requires action by the contracting office based on valid documentation provided by the COTR.** Applicable performance measures should be monitored and included in this report.

The data from your reports will be compiled into one quarterly report for the Medical Executive Council (MEC). It is important to take immediate action when performance issues are identified. Action taken and the effectiveness of that action should be included in this report.

Thank you for your cooperation and please do not hesitate to call with any questions and or concerns regarding this reporting form.

Erie VA
Contracting Office