

B.6 Performance Work Statement (PWS)

**Preventive Maintenance and Repair on
Wallac Liquid Scintillation Counter and Wallac Gamma Counter
Department of Veterans Affairs (VA)
Veterans Health Administration (VHA)**

PURPOSE:

Veterans Affairs requires a contractor to provide **annual** Preventive Maintenance (PM) and Repair Support Services, on an as-needed basis, for a Wallac Model 1409-001 Liquid Scintillation Counter and Wallac Model 1480-011 Gamma Counter in accordance with this PWS. Services must ensure the equipment operates as the OEM intended, uninterrupted and with the latest updates, in a cost-effective, efficient manner while contributing to the VA Mission.

Services are required on the government-owned equipment listed in this PWS for the period of performance and at the location outlined in this PWS.

This Contract will be a non-personal services contract. The Contractor, its employees, agents and subcontractors shall not be considered government employees for any purpose. Contractor shall furnish all labor, materials, parts, equipment, tools, transportation, and supervision to provide services in accordance with this Performance Work Statement (PWS).

Period of Performance: refer to the Price/Schedule or page 1 of this contract, SF 1449

Location of performance: refer to page 1 of this contract, SF 1449

BACKGROUND:

Equipment: The VA owned Wallac Model 1409-001 Liquid Scintillation Counter [Serial No. 4090783] and Wallac Model 1480-011 Gamma Counter [Serial No. 4800326]. Only these two pieces of equipment require service under this contract. **At time of solicitation issuance the last annual preventive maintenance service occurred December 15th, 2015.**

Original equipment manufacturer: Wallac Oy (Wallac Oy is part of US-based PerkinElmer Life Sciences) (“Wallac” or “OEM”)

Equipment and Function: The Wallac Model 1409-001 Liquid Scintillation Counter and Wallac Model 1480-011 Gamma Counter are used to detect radioactive contamination in samples collected, prepared and counted on these two devices. A printed report is provided by each counter by means of printers controlled by the counters’ software. The counters’ software also allows these devices to utilize various counting protocols designed for specific samples or reporting requirements. This software requires periodic corrections and updating for the counters to function. **IMPORTANT NOTE:** The OEM ceased production of this equipment in 2013. This equipment is currently maintained under contract VA25614C0299A and details can be viewed on USAspending.gov or viewed at FPDS.gov.

Warranty: The initial OEM warranty has expired.

SUMMARY OF REQUIREMENTS:

Contractor shall provide OEM trained technicians to perform services on equipment in this PWS. Services on the equipment include maintenance support, corrective maintenance repair, and emergency phone support, as well as parts and service. Upon award, documentation certified by the OEM must be presented to the CO demonstrating the latest OEM trained technician assigned to the contract and with dates and verified by the OEM.

TASKS AND REQUIREMENTS:

Performance: Contractor will be on-site performing corrective action response to service calls within 10 business days. All work performed shall be in accordance with OEM standards, including but not limited to: adjustments, calibrating, cleaning, lubricating, testing, disassembly, checkout, replacement of parts, etc.; required to keep the equipment in operating condition. As part of this PWS, the contractor must also be prepared to provide and install OEM equipment components that derive from the USA and elsewhere, as needed. Additionally, the contractor must also have access to OEM software in order to meet the purpose of this PWS. Where components and parts of equipment have become obsolescent and unobtainable, the contractor must notify the COR in writing of such an outcome within 48 hours' of inspecting the equipment, but no later than five (5) workdays, demonstrating all efforts exhausted to obtain components or parts.

Preventive Maintenance: Contractor shall provide **annual** preventive maintenance services **once** during each Period of Performance, during hours when the devices are accessible, and arranged through the COR.

PM is due in December each year for all equipment.

The contractor shall ensure annual PM occurs on the anniversary PM due date, or within a three month window either side of this date, during the respective period of performance, and again during each successive period of performance where the option period has been renewed. If annual PM occurs outside the PM due date, but within the three month window, the contractor must obtain written approval from the COR prior to commencing PM.

Annual PM must not occur less than six (6) months from the last PM in the previous period of performance unless the contractor receives prior written approval from the COR.

Service Call: Unscheduled service should be conducted at no additional cost during Standard Business Hours. Emergency service should be available, with a technician onsite at location, within 48 hours' notice from the COR.

Help Desk Support: Contractor shall provide emergency telephone during business hours at no additional charge, with phone calls returned no later than 48 hours after a voice message has been left by the COR.

Modifications: If contractor determines that a modification is necessary to address safety concerns or reliability, installation and modification will be performed at no additional charge.

GOVERNMENT FURNISHED EQUIPMENT / PROPERTY (GFE / GFP)

Government Property is any real property at the VAMC accessed by the Contractor in the performance of services in accordance with the PWS.

Condition of Equipment

The Contractor shall accept responsibility for the equipment in "as is" condition. Failure to inspect the equipment prior to contract award shall not relieve the Contractor from performance of the requirements of this contract.

Storage

Storage for Contractor equipment is not provided at the VAMC. The Contractor is responsible for the security of its equipment. The Government is not responsible for the security of Contractor equipment.

CONTRACTOR FURNISHED EQUIPMENT / PROPERTY (CFE / CFP)

Service Manuals/Tools/Equipment

The VAMC shall not provide tools, (test) equipment, service manuals or service diagnostic software to the contractor. However, the VAMC may provide radioactive test standards exempt from regulation to be used in the testing of the equipment. Complete equipment manuals will be maintained by the contractor and provided to the VAMC if requested. The contractor shall obtain, have on file, and make available all other operational and technical documentation (such as schematics and parts list) which are necessary to meet the performance requirements of this contract. Copies of the equipment service manuals are on file in the VAMC Radiation Safety Office and shall be provided to the CO upon request.

QUALITY

Conformance Standards

Contractor shall ensure that their services, staff and equipment used in the performance of this contract conform and comply with the latest industry service standards, information, guidance, regulations and publications of the following:

- 1) UL – Underwriters Laboratories
- 2) OSHA – Occupational Safety and Health Administration

Safety

The Contractor must perform services in accordance with:

- a) local, state and federal Occupational Safety and Health guidelines and legislation, to include Occupational Safety and Health Administration (OSHA and any VA Medical Center Directives;
- b) local, state and federal Fire and Safety legislation and guidelines, to include VA Medical Center directives and legislation on Fire and Safety;
- c) all other Conformance Standards identified in this PWS

Medical Center Policies

Each VA Medical Center has policies that are updated from time to time. The COR can provide more detailed information to the contractor of these upon commencement of the contract and throughout the term of the contract, as needed, especially policies regarding, parking, possession of weapons, cell phone use and photography as well as smoking on VA property. Violations of such policies may result in individual fines or citation answerable in the United States (Federal) District Court.

Remedy or Rework

Rework or Remedy is defined as performing the Service again until the Purpose of this PWS is achieved in full. This involves less than Satisfactory Service by the Contractor and as noted by the COR.

Rework or Remedy must occur within 5 business days of the notice of the rework or remedy requirement from the COR and at no additional cost to the Government.

Inspection and Acceptance of Services: The Government reserves the right to inspect and test services in accordance with this PWS and the Contract. The only individual authorized to officially accept services is

the COR. While inspection of services may be delegated by the COR and shared with Biomedical Services, the COR is ultimately the only authorized individual to approve and accept services on behalf of the VA.

DELIVERABLES

Service Report (SR)

Contractor is responsible for providing Service Reports for every service. A Service Report is required for all:

- 1) outgoing serviced equipment parts with an inventory of all parts collected by the contractor, and
- 2) incoming serviced equipment parts with an inventory of all parts delivered by the contractor and with the Service Report provided to the COR at the time of service.

Such documentation shall meet the guidelines as set forth in the Conformance Standards.

In addition, each Service Report shall, at a minimum, document the following data legibly and in complete detail:

- 1) Name of contractor and contract number.
- 2) Name of Field Technician who performed services.
- 3) Contractor's Service Report number/log number.
- 4) Date and time (arrival and departure) of Field Technician on-site at VA collecting and delivering equipment
- 5) VA purchase order number
- 6) Description of problem reported by COR.
- 7) Details of Equipment serviced:
 - a. Equipment VA property [EE] number
 - b. Device manufacturer name, instrument model
 - c. Serial number
 - d. Any other manufacturer's identification numbers.
 - e. PMR and Service description
- 8) Total Cost to be billed
- 9) Signatures:
 - a. Field Technician performing services described.
 - b. COR acceptance signature

Service Reports (Engineers Service Report (ESR) or Service Report)

When the service is completed, the Field Technician shall document services rendered on a legible Service Report(s). During Check In/Check Out procedures with the COR, the Field Technician must provide the COR with the Service Report(s) for that service visit. All Service Reports shall be submitted to the COR for an "acceptance signature". If the COR is unavailable, a signed copy of the Service Report shall be sent to the Contractor after the work can be reviewed (if requested or noted on the Service Report).

The Contractor shall immediately, but no later than 24 (twenty-four) consecutive hours after discovery, notify the COR (in writing) of the existence or the development of any defects in the equipment submitted for service which the Contractor considers he/she is not responsible for under the terms of the contract and where replacement is recommended.

TECHNICAL QUALIFICATIONS and PERSONNEL STANDARDS

Contractor shall document, in writing, their experience in working on the identical make and model equipment listed in this PWS as well as the qualifications of individuals who will work on the equipment. Where the PWS requires OEM equipment technicians, demonstration of this will also be required in the documentation.

Such documentation shall be provided to the COR prior to commencing service on equipment, yet no later than five (5) workdays following award, and again at each anniversary thereafter within the contract period of performance. Documentation must be dated, identify the full name of the technician assigned to work on the equipment under this contract and demonstrate approval by the OEM, in order to satisfy the terms of this contract.

1. The contractor shall have sufficient staff and resources to satisfactorily support this contract, including the PWS and its purpose. Contractor staff providing services on this contract must include a "fully qualified" FSE. Any FSE who serves as a backup must also be "fully qualified".
2. "Fully Qualified" is based upon OEM training and based on experience in the field with the same brand and make of equipment. For training, the FSE(s) has successfully completed a formalized OEM training program, for the equipment. For field experience, the FSE(s) has a minimum of two years of OEM equipment experience (except for equipment newly on the market) with respect to scheduled and unscheduled preventive and remedial maintenance of the equipment in this contract.
3. The FSEs shall be authorized by the Contractor to perform the maintenance services. 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 VAMC. The CO may authenticate the training requirements, request training certificates or credentials from the Contractor at any time for any personnel who are servicing or installing any VAMC equipment. The CO and/or COR specifically reserve the right to reject any of the Contractor's personnel and refuse them permission to work on the VAMC equipment.
4. If subcontractor(s) are used, they shall be approved by the CO prior to commencement of services. The Contractor shall submit any proposed change in subcontractor(s) to the CO for approval/disapproval.

At all times during performance of Services, in accordance with this PWS, the Contractor must ensure Contractor personnel:

1. Be able to function professionally amongst the general public in a hospital and health care environment. Where possible, a warm-natured and humane approach is preferred.
2. Be able to read, understand and apply printed rules, detailed orders, and instructions
3. Be familiar with and compliant with this PWS and Contractual requirements
4. Be able to provide documentation from the COR authorizing access to equipment areas
5. Are identified to Polices Services as having access to equipment areas
6. Maintain a neat, clean, professional appearance
7. Be properly attired in keeping in accordance with VHA Dress Policies.
8. Compliant with VA Safety and OSHA regulations throughout the VA Medical Center, as well as VA Medical Center policies.
9. Compliant with parking requirements at the VAMC and park only in the designated parking areas as assigned by the COR.
10. Maintain Decorum at all times. During the performance of services care and consideration must be given to VA visitors and staff. All Services must be performed with minimal disturbance or hindrance to VA Medical Center visitors and staff, specifically maintaining the requirements identified in the Overview of this PWS.

Contractor shall not be considered government employees for any purpose.

SECURITY PROCEDURES AND OPERATING HOURS

Check In/Out Procedures

Prior to commencement of services, and when visiting the VA Medical Center, the Contractor or Contractor’s authorized Field Technician, must check in and out with the COR as well as obtain documentation verifying access to equipment areas and notify the VA Police Services. Only individual VA Biomedical management staff, as delegated by the COR, can coordinate check in and check out procedures for the Contractor in the absence of the COR. Due to heightened security requirements, the Contractor or their authorized service representative will be required to carry documentation authorizing access to equipment areas.

Standard Business Hours and Federal Holidays: Contract performance should occur between 8:00am to 4:30pm Monday-Friday excluding Federal holidays, except by special alternate arrangement, coordinated and authorized by the COR. Contractor must coordinate all services with the COR. The Federal Government observes the following days as holidays.

New Year’s Day	January 1st *
Martin Luther King’s Birthday	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th *
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans’ Day	November 11th *
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25th *

*Holidays that fall on Saturday are observed on the preceding Friday. Holidays that fall on Sunday are observed on the following Monday.

In addition to the days designated as holidays, the Government observes the following days:

- Any other day designated by Federal Statute
- Any other day designated by Executive Order
- Any other day designated by the President of the United States to be a Federal holiday

CONTACT POINTS

Contractor Point of Contact (POC)

The Contractor shall specify an individual who shall serve as a single point of contact for all contract issues (POC). Contractor must provide the COR and Contracting Office with the POC contact details, to include cell phone and email, as a minimum:

- a) Within 5 business days of contract award,
- b) Within 5 business days after renewal or extension of services in accordance with, and if permitted by applicable FAR clause, and
- c) Within 5 business days prior to a change in the POC by the Contractor.

The POC must be easily accessible by phone and return COR calls within 48hours of a voice message left by the COR.

Contracting Officer’s Representative (COR)

Upon contract commencement, the Contracting Officer will notify the Contractor in writing as to the COR assigned to this contract, and upon reassignment of a new COR, as applicable. Contractor shall only respond to requests for service from the COR or the CO. If service is requested from any source, other than the COR or the CO, the Contractor is to advise the individual of this requirement and refuse to respond. Any billing resulting from unauthorized service will not be paid by the government. The COR will evaluate the

contractor's performance through review of the Contractor's Quality Control Procedures in accordance with this contract and PWS.

Authority of the COR

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract. In the event the Contractor affects any changes at the direction of any person other than the Contracting Officer, the changes will be considered to have been made without authority and no adjustment will be made in the contract price or schedule to cover any increase in costs incurred as a result thereof. The Contracting Officer shall be the only individual authorized to accept nonconforming work, waive any requirement of the contract, and/or modify any term or condition of the contract. The Contracting Officer is the only individual who can legally obligate Government funds. No costs chargeable to the proposed contract can be incurred before receipt of a fully executed contract or specific authorization from the Contracting Officer.

Government Alternate Points of Contact (POC) – Emergencies Only

The COR will identify Alternate Points of Contact (POC) to be used only for instances of emergencies when the COR is not easily contactable. These will be individuals in supervisory or managerial roles within the Biomed department. The contractor will be provided this information within 5 days after contract award and within 48 hours of a change to this information. An Alternate POC does not replace the COR nor do they replace the Contracting Officer during the performance and administration of this contract, nor does it relinquish or diminish the Contractor's requirements in relation to the performance of this Contract.

LIABILITIES AND INSURANCES

Protection from Damage

Contractor shall provide all labor, materials, and equipment necessary for protection of VAMC personnel, furnishings, equipment and buildings from damage, and shall replace or repair any damage due to work performed under this contract equal to its original construction and finish.

Liability Insurance

Contractor must provide the COR and the CO with written confirmation that Contractor has adequate insurance protection against negligent work and other forms of liability.

DEFINITIONS

AAMI - Association for the Advancement of Medical Instrumentation

Acceptance Signature - COR's signature; indicates COR accepts work status as stated in Service Report.

ANSI - American National Standards Institute

ASQ - American Society for Quality

ASQ-CQI – ASQ Certified Quality Inspector

CDC – Centers for Disease Control and Prevention

CDRH - Center for Devices and Radiological Health

CO - Contracting Officer

Consumables – may be items, such as but not limited to, water additive chemicals, HV – lubricants (grease, oil), batteries, air filters, water filters, cleaning chemicals/materials

Contractor Employees – has the same meaning as Contractor Personnel

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COR – Contracting Officer's Representative

Equipment – means the

FDA - Food and Drug Administration (U.S. Department Of Health And Human Services)

Field Technician or Field Service Engineer (FSE) - a person who is authorized by the contractor to perform PMR services on VA premises. Also known as Technically Trained Personnel.

GVSMVAMC - G.V. (Sonny) Montgomery Veterans Affairs Medical Center

IAHCSMM - International Association of Healthcare Central Service Materiel Management

ISO - International Organization for Standardization

Labor – refer to Technically Trained Personnel, also Field Technician

NFPA - National Fire Protection Association.

O.E.M. or OEM – Original Equipment Manufacturer. The actual manufacturer and point of origin of the equipment. The OEM provides schematics and standards for maintenance and repair of the equipment and equipment shall be maintained in accordance with these practices. The OEM is identified in the Background section of this PWS.

OEM-trained Technicians – means contractor technicians (Technically Trained Personnel, FSE, Field Technicians), be they OEM or third party provided, who are formally trained to OEM standards to satisfactorily perform services on equipment in this PWS. Where OEM-trained technicians are required in the PWS it means that services are to be performed at no less than this criteria, for the period of performance at the location, to ensure the PWS Purpose is met in order to avoid future equipment breakdowns or malfunctions which could lead to the VA being accused of malpractice or negligence. This assists the VA in meeting its Mission.

Original Equipment Manufacturer - OEM

OSHA – Occupational Safety and Health Administration

PMI - Preventive Maintenance Inspection

Preventive Maintenance Repair (PMR) -- Services that 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 inoperative conditions.

SDS - Safety Data Sheet

Service Report - a documentation of the services rendered for each incidence of work performance under the terms and conditions of the contract.

Services – includes Preventive Maintenance and Repair for equipment and components listed in this PWS and in accordance with this PWS

SR –Service Report

Technically Trained Personnel – are personnel and/or employees who shall be suitably knowledgeable in the field related to the services in this PWS in order to satisfactorily perform services in accordance with the PWS. The contractor shall provide personnel experienced and qualified to perform the required services in accordance with industry practices and standards. Also known as Field Technician or Field Service Engineer (FSE). For example, this could mean German-trained technicians, certified technicians etc. Technically Trained Personnel are also known as Contractor Personnel or Contractor Employees or Technicians.

UL – Underwriters Laboratories

US FDA – US Food and Drug Administration

VAMC – Veterans Affairs Medical Center

VA Mission Statement: “To fulfill President Lincoln's promise “To care for him who shall have borne the battle, and for his widow, and his orphan” by serving and honoring the men and women who are America’s Veterans.”

VHA - Veterans Health Administration