

Draft Scope of Work

DRAFT SCOPE OF WORK

SIEMENS SERVICE CONTRACT

1. SERVICE COVERAGE DESCRIPTION:

The following is a list of requirements to be covered by the contract. The vendor shall meet but is not limited to all of the following requirements for the equipment specified at the end of this statement of work:

- Uptime guarantee of 97% or greater
- Phone response under 30min after request has been initiated
- On-site response under 4 hours after request has been initiated
- Parts ordered before noon will be delivered same day
- Preventative maintenance that follows the original manufacturer guidelines and frequency
- Software updates for all equipment as they become available from the original manufacturer
- Technical Phone Support with certified Siemens Customer Service representatives for assistance in technical support
- Includes all travel, parts and labor for any service request for the specified equipment specified in the contract
- Remote services and diagnostic services
- Application Hotline Phone Support with certified Siemens Clinical Education Specialists to assist with application specific questions
- Virus protection

2. DEFINITIONS/ACRONYMS:

- A. Biomedical Engineer(ing) - Supervisor or designee.
- B. CO - Contracting Officer
- C. COR - Contracting Officer's Representative
- D. 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 inoperative conditions.
- E. FSE - Field Service Engineer. A person who is authorized by the contractor to perform maintenance (corrective and/or preventive) services on the VAMC premises.
- F. ESR - Vendor Engineering Service Report. A documentation of the services rendered for each incidence of work performance under the terms and conditions

Draft Scope of Work

of the contract.

- G. Acceptance Signature - VA employee who is authorized to sign-off on the ESR which indicates that the PM has been concluded or is still pending completion, or that the Emergency Repair has been accomplished or is still in a pending status.
 - H. Authorization Signature - COR's signature; indicates COR accepts work status as stated in ESR.
 - I. NFPA - National Fire Protection Association.
 - J. CDRH - Center for Devices and Radiological Health.
 - K. VAMC - Department of Veterans Affairs Medical Center
 - L. VAH - Department of Veterans Affairs Hospital
3. **CONFORMANCE STANDARDS:** - Contract service shall ensure that the equipment functions in conformance with the latest published edition of NFPA-99, UL, OSHA, VA, and CDRH.

The contractor shall supply certification of tuberculosis testing completion prior to commencing any work located on the MEDVAMC campus.

4. **OPERATIONAL UPTIME - REQUIREMENTS:** - The Equipment shall be operable and available for use at a minimum of 97% of normal working hours. Downtime will be computed from notification of problem during normal work hours. Scheduled maintenance will be excluded from downtime. Normal work hours are 8:00 a.m. to 6:00 p.m., Monday thru Friday, excluding national holidays). Operational Uptime will be computed during a month long time period. Repeated failure to meet this requirement can subject the contractor to DEFAULT action.

5. **HOURS OF COVERAGE:**

- A. Normal hours of coverage are Monday through Friday from 8:00 a.m. to 6:00 p.m., excluding holidays. All service/repairs will be performed during normal hours of coverage unless requested or approved by COR or his designee.
- B. Preventive maintenance will be performed per the original manufacturer's recommendations. Preventive maintenance will be performed starting at 1 p.m. on weekdays unless another time is agreed upon by the hospital and FSE.
- C. Work performed outside the normal hours of coverage at the request of COR will be billed at half the contractor's standard hourly service rate.
- D. Federal Holidays observed by the VAMC are:

Draft Scope of Work

New Years' Day
Martin Luther King Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas Day

6. UNSCHEDULED MAINTENANCE (Emergency Repair Service):

- A. Contractor shall maintain the equipment in accordance with the manufacturer's specifications. The Contractor will provide repair service which may consist of calibration, cleaning, oiling, adjusting, replacing parts, and maintaining the equipment, including all intervening calls necessary between regular services and calibrations. All required parts shall be furnished.
- B. The CO, COR or designated alternate has the authority to approve/request a service call from the Contractor.
- C. Response Time: - Contractor's FSE must respond with a phone call to the COR or his/her designee within thirty minutes after receipt of telephoned notification from 8 a.m. to 9 p.m. If the problem cannot be corrected by phone, the FSE will commence work (on-site physical response) within four (4) hours after receipt of this second notification and will proceed progressively to completion without undue delay.

7. SCHEDULED MAINTENANCE:

- A. The Contractor shall perform PM service to ensure that equipment listed in the schedule performs in accordance with Section 3, Conformance Standards. (An outline of the PM procedures and schedule shall be provided to the COR). The Contractor shall provide and utilize procedures and checklists with worksheet originals indicating work performed and actual values obtained (as applicable). This documentation shall be provided to the COR at the completion of the PM. The contractor shall provide written description of Preventive Maintenance Inspections (PMI). This description shall include an itemized list of the procedures performed, including electrical safety. PM services shall include, but need not be limited to, the following:
 - 1) Cleaning of equipment.
 - 2) Reviewing operating system software diagnostics to ensure that the system

Draft Scope of Work

is operating in accordance with Section 3, Conformance Standards or the manufacturer's specifications.

- 3) Calibrating and lubricating the equipment.
- 4) Performing remedial maintenance of non-emergent nature.
- 5) Testing and replacing faulty and worn parts and/or parts likely to become faulty, fail or become worn.
- 6) Inspecting and replacing where indicated, electrical wiring and cables for wear and fraying.
- 7) Inspecting, and replacing where indicated, all mechanical components which may include, but is not limited to: X-ray tube mounting hardware, patient restraints and support devices, cables and mounting hardware, chains, belts, bearings and tracks, interlocks, clutches, motors, keyboards, and patient couches for mechanical integrity, safety, and performance.
- 8) Returning the equipment to the operating condition defined in Section 3, Conformance Standards.
- 9) Providing documentation of services performed.
- 10) Inspecting and calibrating the hard copy image device.

B. PM services shall be performed in accordance with, and during the hours defined in, the preventive maintenance schedule established herein. All exceptions to the PM schedule shall be arranged and approved in advance with the COR.

C. Any charges for parts, services, manuals, tools, or software required to successfully complete scheduled PM are included within this contract, and its agreed upon price, unless specifically stated in writing otherwise.

8. PARTS: The Contractor shall furnish and replace parts to meet uptime requirements. The Contractor has ready access to all parts, including unique and/or high mortality replacement parts. All parts supplied shall be compatible with existing equipment. The contract shall include all parts [except -if applicable - those parts specifically listed as being EXCLUDED]. The contractor shall use new or rebuilt parts. All parts shall be of current manufacture and have complete versatility with the presently installed equipment. All parts shall perform identically to the original equipment specifications. Rebuilt parts, used parts or those removed from another piece of equipment shall not be installed without specific approval by the CO or the COR. (The Contractor shall also list any excluded parts under the service contract).

9. SERVICE MANUALS/TOOLS/EQUIPMENT: The VAMC shall not provide tools,

Draft Scope of Work

(test) equipment, service manuals or service diagnostic software to the contractor. 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.

- 10. DOCUMENTATION/REPORTS:** The documentation shall include detailed descriptions of the scheduled and unscheduled maintenance (i.e., Emergency repairs) procedures performed, including replaced parts and prices (for outside normal working hour services) required to maintain the equipment in accordance with Section 3, Conformance Standards or the manufacturer's specifications. Such documentation shall meet the guidelines as set forth in the Conformance Standards section. The ESR will consist of a separate PM report for the item(s) covered under the "specific" contract. Grouping different equipment from different contracts on "one" ESR is prohibited. In addition, each ESR must, at a minimum, document the following data legibly and in complete detail:

- A. Name of contractor and contract number.
- B. Name of FSE who performed services.
- C. Contractor service ESR number/log number.
- D. Date, time (starting and ending), equipment downtime and hours on-site for service call.
- E. VA purchase order numbers covering the call if outside normal working hours.
- F. Description of problem reported by COR.
- G. Identification of equipment to be serviced:
 - 1) Inventory ID number,
 - 2) Manufacturer's name,
 - 3) Device name,
 - 4) Model number,
 - 5) Serial number,
 - 6) Any other manufacturer's identification numbers.
- H. Itemized Description of Service Performed (including, if applicable, Costs

Draft Scope of Work

associated with after normal working hour services) including:

- 1) Labor and Travel,
 - 2) Parts (with part numbers),
 - 3) Materials and Circuit Location of problem/corrective action.
- I. Total Cost to be billed (if applicable - i.e., part(s) not covered or service rendered after normal hours of coverage).
- J. Signatures:
- 1) FSE performing services described.
 - 2) Authorized VA Employee who witnessed service described.

NOTE: - Any additional charges claimed must be approved by the COR before service is completed!

11. REPORTING REQUIREMENTS: - The Contractor shall be required to report to Biomedical Engineering to log in. This check in is mandatory. When the service is completed, the FSE shall document services rendered on a legible ESR(s). The FSE shall be required to log out with Biomedical Engineering and submit the ESR(s) to the COR. ALL ESRs shall be submitted to the equipment user for an "acceptance signature" and to the COR for an "authorization signature". If the COR is unavailable, a signed, authorized copy of the ESR will be sent to the Contractor after the work can be reviewed (if requested or noted on the ESR).

12. LIQUIDATED DAMAGES:

- A. Contractor shall be liable to the Government for losses of production due to significant equipment downtime. Significant equipment downtime is that which exceeds ten (10) hours/month. Records regarding downtime will be kept by the COR and the maintenance contractor.
- B. Equipment downtime is calculated only from those normal hours of coverage (see Hours of Coverage Section) that the scheduled equipment is not fully operational. Downtime will begin when the Contractor is required to be on site (see Unscheduled Maintenance Section response time definition) after notification by the CO, COR or designated alternate. Downtime will accumulate until the scheduled equipment is returned to full and usual operation and accepted as such by the CO, COR or designated alternate. This does not include scheduled maintenance for PM purposes or when waiting for VA furnished tubes. Refusal of access to the equipment indicates that the unit is up and running and this time will not be considered when determining downtime. Refusal of access to the

Draft Scope of Work

equipment voids the service call.

- C. If downtime exceeds sixteen (16) consecutive hours, the CO may exercise the option to hire an alternate source to resolve the problem. The decision to exercise this alternative will reside exclusively with the CO. All fees generated by the alternate Contractor(s) will be handled in accordance with Default clause.
- D. Monies will be subtracted from the contract if the Contractor fails to meet the up-time requirements using the following formula:

<u>MONTHLY DOWNTIME</u>	<u>MONTHS</u>
<u>10 - 11 hours/month</u>	0%
<u>12 - 13 hours/month</u>	20%
<u>14 - 15 hours/month</u>	40%
<u>16 - 17 hours/month</u>	60%
<u>18 - 19 hours/month</u>	80%
<u>20 or more hours/month</u>	100%

These will be computed for the monthly dollar totals.

- 13. **PAYMENT:** Invoices will be paid in arrears on a quarterly basis. Invoices, **MUST INCLUDE**, at a minimum, the following information: Contract No., Purchase Order No., Item(s) covered (to include serial #'s) by the PMI and covered period of service. Each invoice must be provided in triplicate.
- 14. **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.
- 15. **REPORTING REQUIRED SERVICES BEYOND THE CONTRACT SCOPE:**
The Contractor shall immediately, but no later than 24 (twenty-four) consecutive hours after discovery, notify the CO and COR (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 COR with a written estimate of the cost to make necessary repairs.
- 16. **CONDITION OF EQUIPMENT:** The Contractor accepts responsibility for the equipment in "as is" condition. Failure to inspect the equipment prior to contract award

Draft Scope of Work

will not relieve the Contractor from performance of the requirements of this contract.

17. COMPETENCY OF PERSONNEL SERVICING EQUIPMENT:

- A. 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) has successfully completed a formalized training program, for the equipment. For field experience, the FSE(s) has a minimum of two years of experience (except for equipment newly on the market) with respect to scheduled and unscheduled preventive and remedial maintenance.
- C. 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.
- D. If subcontractor(s) are used, they shall be approved by the CO; the Contractor shall submit any proposed change in subcontractor(s) to the CO for approval/disapproval.

18. TEST EQUIPMENT: - Prior to commencement of work on this contract, the Contractor shall provide the VAMC with a copy of the current calibration certification of all test equipment which is to be used by the Contractor on VAMC's equipment. This certification shall also be provided on a periodic basis when requested by the VAMC. Test equipment calibration shall be traceable to a national standard.

19. IDENTIFICATION, PARKING, SMOKING, AND VA REGULATIONS: - The Contractor's FSEs shall wear visible identification at all times while on the premises of the VAMC. It is the responsibility of the Contractor to park in the appropriate designated parking areas. Information on parking is available from the VA Police Section. The VAMC will not invalidate or make reimbursement for parking violations of the Contractor under any conditions. Smoking is prohibited inside any buildings at the VAMC. Possession of weapons is prohibited. Enclosed containers, including tool kits, shall be subject to search. Violations of VA regulations may result in citation answerable in the United States (Federal) District Court, not a local district, state, or municipal court.

NOTE: - Enter unique or unusual conditions [modify to suit your specific situation(s)] if the above clause is not entirely

Draft Scope of Work

applicable.

20. INSURANCE:

- A. Worker compensation and employer's liability: - Contractors are required to comply with applicable Federal and State Worker Compensation and occupational disease statutes.
- B. General Liability: - Contractors are required to have Bodily Injury Liability Insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
- C. Property Damage Liability: - Contractors are required to have Property Damage Liability insurance coverage of at least \$500,000.

21. PRIVACY/SECURITY:

The Vendor will need to access VA systems in order to perform software upgrades, preventative maintenance and maintenance repairs.

The contractor will have electronic connectivity to the devices and will have access to patient databases or receive screenshots with PHI present.

Any electronic or magnetic data storage devices such as hard drives, etc. shall be turned into the ISO. Electronic or magnetic data storage devices are not to be removed from VA property.

22. EQUIPMENT LISTING:

Item #	System Name	Functional Location
1	Aristos TX	400-051783
2	syngo MMWP	400-082787
3	MAGNETOM Trio ATS	400-279088
4	MR syngo MM Workplace	400-279089
5	MR syngo MM Workplace	400-279091
6	Symbia T6	400-453505
7	Symbia T6	400-464850
8	Symbia T6	400-455245
9	Symbia.Net Single-User	400-453506
10	Symbia.Net Single-User	400-464851
11	Symbia.Net Single-User	400-455246
12	Urooskop Omnia Max	400-453248
13	ARCADIS Avantic	400-453249