

PERFORMANCE WORK STATEMENT (PWS)

1. Background: The Department of Veterans Affairs (VA), Veterans Integrated Service Network (VISN) 8, requires diagnostic testing, service calls and repairs to be performed on Philips Healthcare brand manufactured High Tech Medical Equipment (HTME). High Tech Medical Equipment shall be properly maintained in order to assure proper function and reduce equipment down-time. VISN 8 biomedical department is responsible for maintaining HTME, which are used in direct patient care in both life sustaining and daily medical treatment.

2. Scope: Contractor shall furnish all necessary labor, supervision, equipment, tools, materials, software updates, parts, diagnostic testing, service calls and repair of equipment. The equipment shall meet specified manufacturer's recommendations, terms, and conditions as found within this Performance Work Statement (PWS) and attachment A (equipment list).

3. Equipment: Philips Healthcare is the manufacturer of the HTME found in Attachment A: Equipment List and is used in daily patient care at the below facilities:

- James A Haley Veterans' Hospital and associated Clinics, 13000 Bruce B. Downs Blvd., Tampa, FL 33612
- Orlando VA Medical Center and associated Clinics, 13800 Veterans Way, Orlando, FL 32827
- VA Caribbean Healthcare System and associated Clinics, 10 Casia Street, San Juan, Puerto Rico 00921
- Malcom Randall VA Medical Center, and associated Clinics, 1601 S.W. Archer Road, Gainesville, FL 32608
- North Florida/South Georgia VA Medical Center, and associated Clinics, 619 S. Marion Avenue, Lake City, FL 32025
- Miami VA Healthcare System and associated Clinics, 120 N.W. 16th St., Miami, FL 33125
- West Palm Beach VA Medical Center and associated Clinics, 7305 N. Military Trail, West Palm Beach, FL 33410
- Bay Pines VA Healthcare System and associated Clinics 10000 Bay Pines Blvd, Bay Pines FL 33744

4. Performance period: The period of performance for this contract is one 12-month base period and four 12-month option periods.

5. General requirements: Contractor shall furnish all necessary labor, equipment, tools materials, repair service, software updates, parts, etc., for repair, test, diagnostic and parts installation service as specified below in accordance with the terms and conditions and schedule of this PWS:

- Test and diagnose equipment during service call for repairs
- Repair equipment to manufacturer specifications
- Calibration of equipment after repairs
- Replacement and installation of parts
- Update software

5.1. Test and Diagnostic: Contractor shall perform an initial inspection of the equipment (see attachment A) prior to repairs during normal business hours, after hours and weekends. The Contracting Officer's Representative (COR) will contact the contractor via phone call or email to schedule test and diagnostic of HTME. The COR will provide the equipment model, Equipment Bar Code Number (EE#), location of equipment and a brief description of equipment malfunction. Contractor shall respond in accordance with response and reporting time requirements identified in section 8 of this PWS.

Upon completion of inspection the contractor shall provide a written estimate with the diagnostics, repair estimate, hours and corrective action for repairs to the COR via email or written documentation. The repair estimate shall be according to manufacturer's recommendations. Service calls (test and diagnostic) below the micro-purchase threshold (\$3,500) shall be approved by the COR. Service calls

above the micro-purchase threshold (\$3,500) may require evaluation at the Contracting Officer's (CO)'s discretion. The CO along with COR will ensure prices are within industry standards for pricing. Upon receipt of repair diagnostic, the government will make a determination to proceed with repairs or terminate the action.

Contractor shall invoice service call against the Contract Line Item Number (CLIN) identified in Price and Cost Schedule as "Service calls".

5.2. Repair and calibration Service: Contractor shall provide on-call repair service and calibration (see attachment A) during normal business hours, after hours and weekends. Contractor shall be responsible for repairs to include labor, material, and travel cost for the repair of the equipment. Upon government receipt of the service call from the initial inspection and diagnostic of the equipment, (see attachment A) the contractor shall receive approval from the COR to proceed or discontinue with repairs. Repairs and calibration below the micro-purchase threshold (\$3,500) shall be approved by the COR. Repairs and calibration above the micro-purchase threshold (\$3,500) may require evaluation upon CO's discretion along with COR coordination to ensure prices are at or better than industry standards of pricing.

Reviews will be conducted from the receipt of the service call written diagnostic with minimal delays to ensure repairs are completed in a timely manner. Contractor shall invoice repair call against CLIN identified in Price and Cost Schedule as "Repair calls".

Repairs after hours and holidays may be approved by the Administrative Officer of the Day (AOD) or Bio-Medical technician on site without COR or CO's review. The AOD or Bio-Medical technician and contractor shall submit all documentation within the next scheduled business day to the COR and CO for review and acceptance. Repairs and calibrations shall be performed in accordance with original equipment manufacturer recommendations. COR and CO's email and telephone information will be provided to the contractor within 15 days after contract award

The number of repair service calls cannot be anticipated but will not exceed the estimated quantities as found in the Price and Cost Schedule of this contract without written modification from the CO.

5.3. Replacement and installation Parts: The cost of replacement parts will be chargeable to the parts replacement CLIN located on the Price and Cost Schedule. At the government's option, the contractor may be requested to provide a price quotation for the repair parts. All parts supplied shall be compatible with existing equipment. New parts shall be furnished by the contractor and guaranteed against defects and/or failure in accordance with manufacturer's warranty period. Government will require a parts list for high value and parts of high failure rate within 45 days after contract award. The COR will review the parts list for accuracy prior to government acceptance. The contractor shall coordinate with the COR to obtain information (model, equipment usage data, etc.) to complete parts list within 45 days after award. Replacement parts below the micro-purchase threshold (\$3,500) shall be approved by the COR. Replacement parts above the micro-purchase threshold (\$3,500) may require evaluation at the CO's discretion along with COR coordination to ensure prices are at or better than industry standards of pricing for parts. At the government option, the contractor may be requested to provide at least three price quotation for the repair parts. Contractor shall be responsible for delivery, purchase, stocking and restocking of parts in support of the contract. Government will require quarterly updates of parts list and prices.

5.4. Software Update: Software updates shall be performed in accordance with manufacturer recommendation. Government may be responsible for software procurement based upon ownership and privacy rights of software. Contractor shall be responsible for installation and maintenance of software upon completion of install.

6. Documentation: At the conclusion of each repair or service visit, the contractor will provide a written service report indicating the date of service, the Equipment Bar Code Number (EE#), the model, serial number, location of the equipment serviced, the name of the service representative, the hours

worked, the services performed, and parts replaced. The reports will be delivered to Biomedical Engineering for signature when work is complete. During non-standard hours, report will be taken to AOD for signature.

7. Product modification, removal or recall: The contractor shall take immediate action to notify the COR of any product, piece of equipment or item supplied and/or serviced under this contract that is deemed dangerous, hazardous, unsafe, requires modification, or is removed or recalled by the contractor or manufacturer. This includes any safety alerts issued in regard to an established contract and any required modification, removal or recall that is suggested or mandated by a regulatory or official agency.

The following steps will immediately be taken by the contractor:

- (a) Notify the COR in writing, or by the most expeditious manner possible.
- (b) The notice shall be signed, dated and shall include, but not be limited to the following:
 - (1) Complete item description and/or identification, serial numbers, and the contract/purchase order number assigned;
 - (2) Reasons for modifications removal or recall
 - (3) Required instructions for return for credit, replacement or corrective action
 - (4) Contact person name, title, address and phone number
- (c) The contractor shall maintain a record system, documenting any of the above incidents by the date, time and description of the action that prompted this action to be taken.

8. Response Time and Reporting Requirements: Contractor's technician shall respond with a phone call to the COR and/or his/her designee within one (1) hour after receipt of notification by telephone, email or otherwise from the COR or CO. Technician shall commence on-site repairs/service within four (4) hours after verbal notification. Government reserves the right to schedule the required services at a time that does not interfere with daily operations. The contractor shall report to the each facility Bio Medical department prior to on-site repairs. The contractor is responsible for providing service and repair reports to the COR within 48 hours after completion of repairs.

9. Delivery and service hours: Government normal business hours (Monday – Friday) for service are 7:00 AM to 4:30 PM excluding federal holidays. Federal Holidays observed by the Veterans Administration are listed below and revised to include any other day specifically declared by the President of the United States to be a national holiday:

New Year Day	Labor Day	Martin Luther King Day	Thanksgiving Day
President's Day	Veterans Day	Memorial Day	
Independence Day	Christmas Day	Columbus Day	

After hours and holidays shall be approved by the COR or his/her designee prior to performance. Emergency approval after hours and holidays may be approved by on-site Bio-Medical Technician or AOD.

10. Service Manuals: The VA will not provide service manuals or service diagnostic software to the contractor. The contractor shall obtain, have on file, and make available to its technicians 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 COR upon request.

11. Additional Charges: There will be no additional charge to the Government for time spent at the site during or after normal working hours awaiting arrival of additional technicians and/or delivery of parts.

12. Training: All contractor employees under this contract or order are required to complete VA's Information Security and Privacy combined Awareness Training Course annually. Contractors shall provide signed certifications of completion to the COR during each year of the contract. This requirement is in addition to any other training that may be required of the contractor.

13. Compliance: Contractor is responsible for compliance with all Veterans Administration (VA), local, state, and federal environmental/occupational safety laws, rules and regulations. The contractor shall follow life safety codes and take necessary actions to avoid conditions that may be hazardous to health and safety of hospital personnel and patients. The contractor is responsible for meeting all applicable OSHA and VA guidelines for safe working processes to include all upgrades/updates. All work for the duration of the contract shall be performed by factory certified technicians qualified to work on Philips manufactured equipment.

14. Contractor Qualifications: Contractor shall have an established business with an office and full time staff. Contractor staff includes a "fully qualified" field technician and a "fully qualified" technician who will serve as backup. "Fully Qualified" is based upon training and on experience in the field. For training, the technician(s) has successfully completed a formalized training program, for the equipment comparable to that identified in attachment A. For field experience, the technician(s) has a minimum of three years' experience, with respect to scheduled and unscheduled repairs on equipment comparable to the equipment identified in attachment A. The technician(s) shall be authorized by the contractor to perform repair services on specified equipment. All work shall be performed by "Fully Qualified" competent technician(s). The contractor shall provide written assurance of the competency upon request of their personnel and list of credentials of approved technician(s) for each make and model the contractor services under this PWS.

15. Contractor Employee Identification: All contractor employees shall be clearly identified as contractors (not VA employees) when performing services under this contract. This includes visual (appearance), verbal (phone), and electronic (email). The contractor shall provide all employees with a contractor identification (ID) badge at the contractor's expense prior to performing work under this contract. Contractor employees are required to display this badge at all times when performing services under this contract. Employees released from service by the contractor shall have their badge collected by the contractor. All badges shall contain an expiration date and photograph of the employee. All contractor employees shall also be required to wear VA issued badges and shall display these badges at all times while in the performance of this contract and/or as instructed by the COR. The contractor supervisor shall ensure that all contractor employees display their VA issued badges. The contractor supervisor shall be responsible for managing all VA issued badges provided to contractor employees and immediately collect these badges from employees no longer working on the contract.

16. Contractor Employee Conduct: The contractor is completely responsible for all actions and conduct of their employees. Contractor employees shall be well-groomed and neat in appearance. Contractor employees shall be professional in attire and shall not wear any offensive clothing. Contractor employees shall conduct themselves in a socially acceptable manner appropriate for an office work environment. Loudness, vulgarity, rudeness, or other similar offensive conduct by a contractor employee may be grounds for denying the employee further access to VA premises. Contractor employees shall not consume alcohol or illegal drugs during working hours or at any other time the employees are performing work under this contract.