

Statement of Work
Philips Equipment Maintenance Services
South Texas Veterans Health Care System

Scope of Work:

Contractor shall provide 24 hour, seven (7) day customer service. A service technician is to respond within one (1) hour once the call for service is reported, and is to be on-site within four (4) hours. Unlimited technical support and clinical support is to be available within 30 minutes of a telephone request for troubleshooting assistance. Priority remote service response requiring connection to the diagnostic imaging systems for expeditious remote repairs must be available. Contractor is to provide accidental damage protection at 50 percent off the original price for our ultrasound TEE probes should an operator accidentally damage a probe. Services are to include electrical safety inspections, troubleshooting, repair, performance of preventive maintenance inspections (PMI), calibrations with certified calibration checks and replacement of defective parts with priority one day shipping. The Contractor will not be allowed to manage the contract and rely on a subcontractor for repairs and parts. The Contractor is to provide 100 percent of all services, parts hardware, proprietary software, and labor for this contract agreement. Adherence to Joint Commission Accreditation Healthcare Organization (JCAHO) and Original Equipment Manufacturer's standards is mandatory. Knowledge and accessibility of the proprietary hardware and software is mandatory. Contractor shall provide other support services described herein for our Philips Healthcare Catheterization Laboratory, Angiographic Cardiac, Core Base Server, and Heart Ultrasound Diagnostic Scanning Systems located at South Texas Health Care Systems; Audie L. Murphy Memorial Veterans Hospital; 7400 Merton Minter Boulevard, San Antonio, Texas 78229-4404.

Conformance Standards:

All services provided under the contract must be performed in conformance with the Code of Federal Regulations Part 21 (21 CFR), National Fire Protection Agency (NFPA), Occupational Safety and Health Administration (OSHA), Joint Commission Accreditation Healthcare Organization (JCAHO) standards and Original Equipment Manufacturer standards and specifications.

Hours of Work:

Contractor shall provide 24 hour, seven (7) day customer service. A service technician is to respond within one (1) hour once the call for service is reported and is to be on site within four (4) hours. Unlimited technical support and clinical support is to be available within 30 minutes of a telephone request for troubleshooting assistance.

- a. Hours of work for PMI and emergency repairs shall be during normal business hours, Monday through Friday, 8:00 am through 5:00 pm. This excludes federal holidays or as otherwise arranged with the Contracting Officer Representative (COR).
- b. The ten holidays observed by the Federal Government are New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day. Also, any other day declared by the President of the United States to be a national holiday.
- c. The Contractor's Field Service Engineers must report to the COR to apply for a Contractor's Badge. If a Contractor's badge is not obtained they must sign in at the Security Police Desk to obtain a one day

badge. Field Service Engineers must sign in at Biomedical Engineering Services and inform Biomedical Engineering personnel of their presence before work begins. Upon completion of work, the Field Service Engineer must report to Biomedical Engineering personnel and debrief them on the work accomplished. If they received a one day badge from the Security Police they must report back to the Security Police Desk to return the badge and sign out.

Description of Services Provided by the Contractor:

- a. The Contractor shall provide all required test equipment, qualified competent personnel and Original Equipment Manufacturer (OEM) parts to repair and return this system to an operable condition in accordance with Philips Healthcare specifications and Federal Drug Administration's 21 Code of Federal Regulations (21 CFR). The Contractor shall use the OEM established procedures and checklists. A Field Service Report shall be supplied to the COR at the completion of installation and calibration to include a detailed check list of procedures performed.
- b. The Contractor shall notify the COR of the existence or development of any defects in, or repairs to the equipment covered under this contract which the Contractor considers he/she is not responsible for under the terms of the contract (such as operator misuse).
- c. System check-ups: The contractor shall perform inspections of the system at any time at the request of the COR during the Service Maintenance Agreement period.

Preventive Maintenance:

- a. The Contractor shall perform annual Preventive Maintenance Inspection (PMI) during the contract year as arranged with the COR. PMI shall be performed in accordance with the published manuals and checklists for the Philips Healthcare Diagnostic Imaging System. The Contractor shall utilize the Original Equipment Manufacturers (OEM) established procedures and checklists. A Field Service Report shall be supplied to the COR at the completion of each PMI to include a detail check list of tasks performed. PMs shall include, but are not limited to, the following:
 - i. Cleaning of equipment (not housekeeping).
 - ii. Oversee Installation of OEM field service updates for operational and reliability engineering change notices.
 - iii. Aligning, calibrating and lubricating the equipment.
 - iv. Performing remedial maintenance of non-emergent nature.
 - v. Testing and replacing faulty and worn parts.
 - vi. Inspecting/replacing electrical wiring and cables for wear and fraying.
 - vii. Inspecting all mechanical components including, but not limited to, cables and mounting hardware, chains, belts, bearings and tracks, interlocks, clutches, and motors for mechanical integrity, safety, and performance to OEM specifications.
 - viii. Returning the equipment to operating condition defined in the Original Equipment Manufacturer specifications.
 - ix. Replacing any OEM labels, decals, and/or warning tags that are not legible.
 - x. Providing documentation to Biomedical Engineering of services performed.
- b. The Contractor shall notify the COR of the existence or development of any defects in, or repairs to the equipment covered under this contract which the Contractor considers he/she is not responsible for under the terms of the contract (such as operator misuse).
- c. All exceptions to the PM Inspection schedule shall be arranged and approved in advance with the Contracting Office.

Parts:

The Contractor shall furnish all proprietary parts as necessary to maintain the equipment, covered by this contract, in accordance with the Conformance Standards Section. The Contractor stipulates by submitting his offer that he has ready access to new proprietary parts (manufactured, supplied by the manufacturer). All parts supplied shall be of current manufacture and have full compatibility with existing equipment. Documentation of intended parts source(s) shall be provided to the Contracting Officer upon request. All parts necessary for the maintenance or repair of this equipment shall be furnished as part of this contract. Refurbished parts will not be acceptable. Parts are to be delivered with a 95 percent same day shipment of all stock parts to minimize down time of covered systems.

NOTE: Any additional charges to be claimed must be approved by the Contracting Officer and/or the COR before service is to be performed. A contract modification or an approved valid purchase order must be obtained prior to the initiation of any service repair outside of the scope/hours of coverage.

Documentation/Reports:

The Contractor shall submit a legible field service report within 3 working days, which shall include detailed descriptions of the preventive maintenance inspection and/or emergency repair services performed, including replaced parts and estimated prices required for the service call.

Competency of Personnel Servicing Equipment:

- a. The Contractor's staff shall include a "fully qualified" Field Service Representative assigned to this area and a "fully qualified" Field Service Representative who shall serve as the backup.
- b. "Fully qualified" is based upon training and on experience in the field. For training, the Field Service Representatives must have successfully completed a formalized training program for the equipment covered under this contract. For field experience, the Field Service Engineers must have a minimum of one (1) year of experience providing preventive maintenance and emergency repair services on the same make and model of equipment covered under this contract.
- c. Personnel with any laptops, thumb drives or CD/DVD's intended to be plugged in to the equipment are required to allow these devices to be scanned by Biomedical Engineering personnel for malware before they are plugged in to the systems. After repairs are completed, these systems must be brought to Biomedical Engineering personnel to be scanned for possible patient personnel health history.

Test Equipment:

Upon request of the COR or the Contracting Officer, the Contractor shall provide a copy of the current Calibration Certification of all test equipment which is to be used by the Contractor to perform service under this contract. Calibration of equipment shall be traceable and in conformance with test equipment Original Equipment Manufacturer standards.

Safety Requirements:

In the performance of this contract, the Contractor shall take such safety precautions as the Contracting Officer may determine to be reasonably necessary to protect the lives and health of occupants of the building. The Contracting Officer shall notify the Contractor of any safety issues and the action necessary to correct

these issues. Such notice, when served on the Contractor or his representative at the work site, shall be deemed sufficient for the corrective actions to be taken. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work, and hold the Contractor in default.

Information Systems Officer, Information Protection:

The Contractor will not have access to Veteran Administration (VA) Desktop computers nor will they have access to online resources belonging to the government while conducting services in the application of complex adaptive system theory to health care organizations. The certification and accreditation requirements do not apply to this procurement nor is a security accreditation package required. If removal of equipment from the VA is required, any memory storage devices, such as hard drives, solid state drives and non-volatile memory units will remain in VA control and will not be removed from VA custody.

Privacy Officer:

The Contractor will not have access to protected Patient Health Information (PHI) nor will they have the capability of accessing patient information during the services provided to the VA and if removal of equipment from the VA is required, any memory storage devices, such as hard drives, solid state drives and non-volatile memory units will remain in VA control and will not be removed from VA custody. All research data available for Contractor analyses is de-identified.

Records Manager:

RECORDS MANAGEMENT:

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.