

PERFORMANCE BASED WORK STATEMENT

Emergency Service Calls/Preventive Maintenance FUSION BY MEDTRONIC

1. GENERAL:

The Contractor shall provide all labor, equipment, materials, supervision, test equipment, repair/replacement parts, travel and transportation, necessary to provide emergency response service and perform one (1) yearly preventive maintenance and repairs to the FUSION Navigation located in the Operating Room, Veterans Health Administration, William Jennings Bryan Dorn, Medical Center (WJBDMC) 6439 Garners Ferry Road., Columbia, South Carolina 29209.

2. BACKGROUND:

The WJBDMC is a 216-bed facility, encompassing acute medical, surgical, psychiatric, and long-term care. The hospital is located in Columbia, South Carolina and provides primary, secondary, and some tertiary care. Annually, the medical center serves approximately 56,116 patients. Satellite outpatient clinics are located in Anderson, Greenville, Florence, Orangeburg, Rockhill, Sumter, and Spartanburg, South Carolina.

3. PERIOD OF PERFORMANCE: One Base year with the possibility of four one year option periods.

Base Year:	15 May 2012 – 14 May 2013
1 st Option Period	15 May 2013 – 14 May 2014
2 nd Option Period	N/A
3 rd Option Period	N/A
4 th Option Period	N/A

4. PLACE OF PERFORMANCE: OPERATING ROOM, Bldg 100, 2nd Floor, WJBD VAMC

5. DAYS AND HOURS OF OPERATION:

Monday – Friday, 8:00 a.m. to 4:30 p.m. excluding federal holidays and weekends.

6. EQUIPMENT DESCRIPTION:

Make	Model	Serial	Size
FUSION	FUSION	4501028590	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A

N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A

7. PERFORMANCE REQUIREMENTS:

- a. The Contractor shall provide all labor, equipment, materials, supervision, test equipment, repair/replacement parts, travel and transportation, necessary to perform ONE (1) Yearly preventive maintenance/calibration and necessary repairs on the FUSION located in the Operating Room, Bldg 100, WJBDMC.
- b. The Contractor shall respond as soon as possible once this is approved.
- c. The Contractor shall provide any and all software upgrades as needed.
- d. The Contractor shall make all repairs as expeditiously as possible so as not to compromise patient care.
- e. The contractor shall provide new Original Equipment Manufacturer (OEM) factory approved parts.
- f. The contractor shall provide a yearly preventive maintenance inspection, testing and calibration.
- g. The contractor shall perform a system function test.
- h. The contractor shall repair all detected problems and provide a full report to the Contracting Officer's Technical Representative (COTR).
- j. The contractor shall perform an operational inspection.
- k. The contractor shall work with the Operating Room personnel in a professional manner during the preventive maintenance.
- m. The contractor shall perform all preventive maintenance, testing, and calibration in accordance with the manufacturer's guidelines.
- n. The contractor shall provide written documentation stating the results of the preventive maintenance performed.

8. CONTRACT PERFORMANCE MONITORING:

The government reserves the right to monitor services in accordance with Performance Based Matrix.

9. INVOICES:

Payment will be made upon receipt of a properly prepared detailed invoice, prepared by the Contractor, validated by the Contracting Officer's Technical Representative (COTR), and submitted to VA FSC, P. O. BOX 149971, AUSTIN, TX 78714.

A properly prepared invoice will contain:

- Invoice Number and Date
- Contractor's Name and Address
- Accurate Purchase Order Number
- Supply or Service provided
- Total amount due

10. Records Management Language for Contracts

The following standard items relate to records generated in executing the contract and should be included in a typical Electronic Information Systems (EIS) procurement contract:

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. Contractor shall not create or maintain any records containing any Government Agency records that are not specifically tied to or authorized by the contract.
- f. The Government Agency owns the rights to all data/records produced as part of this contract.
- g. 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.

- h. 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.].
- i. 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.
- j. 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.