

Statement of Work

Cost Per Reportable Test Reagent Rental Agreement for Molecular Diagnostic Analyzers, Laboratory Reagents, and Supplies for MRSA Testing

Purpose

Establish a Base Year plus Four (4) Option Year Contract (Base Period from July 1, 2017 through June 30, 2018) for Cost Per Reportable Test Reagent Rental Agreement for molecular diagnostic equipment and supporting reagents to test for MRSA, C. Diff, CT/GC and MTB/Rif Testing. This requirement will support Pathology & Laboratory Medicine Service (PLMS) at VA North Texas Health Care System (VANTHCS).

Scope

Vendor will provide three (3) molecular diagnostic16 module analyzers which are to be used in Microbiology and Mycobacteriology testing areas. Vendor will be responsible for the de-installation and installation of these analyzers and will be responsible for packaging and shipping such analyzers to and from PLMS. Vendor will provide maintenance for new instruments at the defined recommendations of the manufacturer and provide technical support 24/7.

Vendor will provide Laboratory Test Kits and supplies as needed to perform MRSA testing on the analyzers, located in the Dallas Laboratory of Pathology & Laboratory Medicine Service at VANTHCS.

Location

North Texas Veterans Healthcare System, Dallas VA Medical Center, 4500 S Lancaster Rd, Dallas, TX 75216.

Period of Performance

Base Year plus four (4) additional options of 12 Months each.

Base period -	July 1, 2017 through June 30, 2017
Option year 1 -	July 1, 2017 through June 30, 2017
Option year 2 -	July 1, 2017 through June 30, 2017
Option year 3 -	July 1, 2017 through June 30, 2017
Option year 4 -	July 1, 2017 through June 30, 2017

Option years are subject to the availability of funds

Records Management

All records (administrative and program specific) created during the period of the contract belong to VA North Texas Health Care System (VANTHCS) and must be returned to VANTHCS at the end of the contract.

NARA RM Language Clause to be included in contracts, as necessary:

- 1.** Citations to pertinent laws, codes and regulations such as 44 U.S.C Chapter 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 or identified in the RCS 10-1.
- 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.