

**STATEMENT OF WORK**  
**COMPUTERIZED TOMOGRAPHY (CT) SCANNER SYSTEM MAINTENANCE SERVICES**  
**SOUTH TEXAS VETERANS HEALTH CARE SYSTEM**

**1. GENERAL**

1.1 General: This is a non-personal services contract/order to provide courier services and the associated services described herein. The Government shall not exercise any supervision or control over the service providers providing the services described herein.

1.2 Description of Services/Introduction: The Contractor shall provide all personnel, transportation, equipment, supplies, facilities, supervision, and other items and non-personal services necessary to perform CT equipment maintenance services, as defined in this Statement of Work. The Contractor assumes all liability risks for the work performed under the contract/order. The Contractor must assume total liability for all contract employees. The Contractor shall perform to the standards of the contract/order.

1.3 Physical Security: The Contractor shall be responsible for safeguarding all government equipment, information and property while performing the services described herein.

1.4 Period of Performance: Twelve Months (1 Year), with four (4) Option Periods with twelve Months

1.5 Type of Contract: The government will award a firm-fixed-priced contract/order

1.6 Service Contract Act: If not exempt, the Service Contract Act applies to the contract. Current Service Contract Act Wage Determinations for the service areas will be attached to the contract. If applicable, employees performing under the contract must be paid at least the pay and fringe benefits described therein.

1.7 Contracting Officer Representative (COR): The COR will be identified by a separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. A letter of designation issued to the COR, a copy of which will be provided to the Contractor, states the responsibilities and limitations of the COR, especially with regards to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

1.8 Contract Administration: The Contracting Officer is the only person authorized to approve changes or modify any of the requirements under this contract. The Contractor shall communicate with the Contracting Officer on all matters pertaining to contract administration. Only the Contracting Officer is authorized to make commitments or issue changes that will affect price, quantity, or quality of performance in this contract. In the event the Contractor effects any such change at the direction of any person other than the Contracting Officer, the change shall be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof. All changes to the contract will be issued via an amendment and/or modification in writing from the Contracting Officer to the Contractor.

1.9 Invoices: Invoices are to be submitted electronically; monthly, upon completion of the services that are performed. Electronic invoices can be submitted at no additional cost at the VA Vendor Information System (VIS) website <https://www.vis.fsc.va.gov/login.aspx?ReturnUrl=%2fDefault.aspx>, or at <http://www.tungsten-network.com/us/en/veterans-affairs/>. Invoices must include the obligation number that is provided on the contract, for the specific period of performance, to ensure timely payment. The COR is responsible for acceptance of services and/or the processing of receiving reports for the services provided to the government.

## **2. BACKGROUND**

The South Texas Veterans Healthcare System (STVHCS) Biomedical Engineering office has a need for CT maintenance services for a government owned CT instrument that is no longer under warranty by the manufacturer.

## **3. SCOPE OF WORK**

Contractor shall provide telephone response and repair assistance to Biomedical Personnel within a thirty minute time frame, standard four (4) hour on-site response, 98 percent uptime guarantee, current software maintenance upgrades along with hardware upgrades to meet Toshiba and 21 CFR standards, and services to perform emergency repairs and preventive maintenance, calibration and/ replace defective parts for one (1) each Toshiba Aquilion Large Bore Computerized Tomography (CT) Scanner System.

Equipment Description: Computerized Tomography (CT) Scanner System  
Manufacturer: Toshiba America Medical Systems, Inc.  
Model: AQ/LB-Series/ONC/S.000 (Aquilion Large Bore CT Scanner – Oncology)  
Serial Number: **3LB15Z2115**  
Site Identification Number: **30020784**  
VA Equipment Identification Number: **136589**

LOCATION:  
South Texas Veterans Health Care System  
Audie L. Murphy VA Medical Center  
7400 Merton Minter Boulevard, Room H117.1  
San Antonio, TX 78229-4404

## **4. CONTRACTOR QUALIFICATIONS & PROVISIONS**

- a. The Contractor's staff shall include a Toshiba factory trained "fully qualified" Field Service Engineer and a "fully qualified" Field Service Representative assigned 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 from Fujifilm 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. 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 services under the contract. Calibration of equipment shall be traceable and in conformance with test equipment Original Equipment Manufacturer standards.

## 5. TASK SPECIFICATIONS

**5.1 General:** All services provided under the contract must be performed in conformance with the Code of Federal Regulations Part 21, National Fire Protection Agency (NFPA), Occupational Safety and Health Administration (OSHA), and Original Equipment Manufacturer standards and specifications. Contractor shall provide 98 percent uptime guarantee, current software maintenance upgrades along with hardware upgrades to meet Toshiba and 21 CFR standards, and services to perform emergency repairs and preventive maintenance, calibration and/ replace defective parts for one (1) each Toshiba Aquilion Large Bore Computerized Tomography (CT) Scanner System

- a. Hours of work for preventative maintenance (PM) and Emergency Repairs shall be during normal business hours, 8:00 AM through 5:00 PM, Monday through Friday, excluding recognized federal holidays, or as otherwise arranged with the COR.
- b. Contractor shall provide telephone response within a thirty-minute time frame, and on-site repair assistance within a four (4) hour response time.
- c. 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.
- d. 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.
- e. 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 personal health history.

**5.1.1 Safety:** 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.

### 5.2 Preventive Maintenance:

- a. The contractor shall perform annual Preventative Maintenance (PM) during the contract year, as arranged with the COR. PM services shall be performed in accordance with the published manuals and checklists for the equipment. The contractor shall utilize the Original Equipment Manufacturers (OEM's) established procedures and checklists, (or Contractor-supplied equivalent satisfactory to the COR). A Field Service Report shall be supplied to the COR after

the completion of each PM to include a detailed list of the tasks that were 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 detailed confirmed kVp, mAs, mA, time, mR and air kerma readings.
- 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 Officer or COR.

### **5.3 Parts:**

The Contractor shall furnish all parts as necessary to maintain the equipment, covered by this contract, in accordance with the task specifications. The Contractor stipulates that he/she has ready access to new standard parts (manufactured, supplied by the manufacturer, or equal thereto). 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 software updates based upon original Operation System and Application configuration and hardware performance upgrades shall be available as part of this agreement. All parts necessary for the maintenance or repair of this equipment shall be furnished as part of the equipment maintenance service agreement. Any refurbished parts the Contractor may propose to use are subject to the same inspection and QC procedures as all other materials used in the manufacture of products and shall be warranted to the same extent as all other components under the warranty.

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

## **6. DELIVERABLES**

### **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.

## **7. GOVERNMENT SPECIFICATIONS**

### **7.1 Government Furnished Property: None**

### **7.2 Information Systems Officer, Information Protection:**

The Contractor will not have access to VA Desktop computers nor will they have access to online resources belonging to the government while performing the services described in the Statement of Work. 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.

### **7.3 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. If the 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.

### **7.4 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.