

**STATEMENT OF WORK
MAINTENANCE SERVICES
FOR
STERIS EQUIPMENT**

1. GENERAL

1.1 General: This is a non-personal services contract to provide maintenance services to government owned Steris equipment and 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 the equipment maintenance services as defined in this Statement of Work. The Contractor assumes all liability risks for work performed under this contract. The Contractor must assume total liability for all contract employees. The Contractor shall perform to the standards of the contract.

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

1.4 Period of Performance: Base Period of Performance: Approximately 9/25/2017 through 9/24/2018, Options: Four (4) One-Year (12 Months) Option periods

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

1.6 Service Contract Act: The Service Contract Act applies to this contract. Current Service Contract Act Wage Determinations for the service areas will be attached to the contract. Employees performing under this 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, in arrears of all services that were performed that month. 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, in order 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. CONTRACTOR QUALIFICATIONS AND PROVISIONS

- a. The Contractor's staff -- or the staff of any sub-contractor used by the Contractor -- 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.

3. SCOPE OF WORK

Contractor shall provide support services described herein for 27 each Steris Corporation/AMSCO Vision Multi-Chamber Steam, ETO, Plasma Sterilizer Systems, located at the South Texas Health Care System. Contractor shall provide 24 hour, seven day a week, customer service. Technical support and assistance is to be available within two (2) hours of a telephone request for troubleshooting assistance. Qualified service technician shall be on-site to respond to service condition within twenty-four (24) hours once a call for service is reported. Services are to include troubleshooting, repair, preventive maintenance inspections (PMI), calibrations and replacement of defective parts.

Locations:

Audie L. Murphy VA Hospital
7400 Merton Minter Boulevard
San Antonio, Texas 78229-4404,

San Antonio VA Dental Clinic
8410 Data Point
San Antonio, Texas 78229

Kerrville VA Hospital
3600 Memorial Blvd.
Kerrville, Texas 78028-5768

4. TASK SPECIFICATIONS

4.1 Conformance Standards:

All services provided under this 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.

Hours of Work:

- a. Hours of work for PM and emergency repairs shall be during normal business hours, Monday through Friday, 8:00 AM through 5:00 PM, excluding federal holidays, or as otherwise arranged with the COR.
- b. The ten holidays observed by the Federal Government are New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day and President's Day. Also, any other day declared by the President of the United States to be a national holiday.
- c. The Contractor's Field Service Engineer(s) must report to the COR to apply for a Contractor's Badge. If a Contractor's badge is not obtained prior to the performance of services, he/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.

- d. 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.

4.2 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 the equipment systems to an operational condition in accordance with Steris Corporation/AMSCO's specifications and Federal Drug Administration's 21 Code of Federal Regulations (21 CFR). The Contractor shall use the OEM established procedures and checklists, (or Contractor-supplied equivalent satisfactory to the COR). 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 equipment warranty period.

4.3 Parts:

All parts necessary for the maintenance or repair of the equipment shall be furnished as part of the contract. Refurbished parts will not be acceptable. The Contractor shall furnish all parts as necessary to maintain the equipment in accordance with the Conformance Standards Section. The Contractor stipulates by his offer that he has ready access to new standard parts (manufactured, supplied by the manufacturer, or equal thereto). All parts supplied shall be of the original equipment manufacturer and have full compatibility with the existing equipment. Documentation of intended parts source(s) shall be provided to the Contracting Officer upon request. 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 COR prior to any service performance of the claim. Service claim to be performed will be accomplished on a valid purchase order or contract modifications for those service repairs that are determined to be outside of the scope/hours of coverage.

4.4 Documentation/Reports:

The Contractor shall submit a legible field service report within 3 working days after performance of services; 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.

4.5 Test Equipment:

Upon request of the Contracting Officer of the COR, 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.

4.6 Safety Requirements:

While in the performance of the contract services, 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. GOVERNMENT SPECIFICATIONS

5.1 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 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.

5.2 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.

5.3 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.

6. GOVERNMENT FURNISHED PROPERTY

None

Revised text is indicated by a bold right side border.