

STATEMENT OF WORK (SOW)

A. GENERAL GUIDANCE

1. Title of Project: STRYKER Stainless Steel Instrumentation and Power Tools
2. Scope of Work: Upon receipt of purchase order STRYKER will manufacture, assemble and ship all components to the customer site. Soon after, a STRYKER representative will be contacted by the customer (typically the SPS Chief & Assistant Chief) to schedule an inventory and set-up of the kit making sure all the components are delivered and in excellent working order and packaged in the instrumentation tray. The STRYKER company will ensure that the instructions for use are supplied to the customer as well. All personnel will be trained with the IFU's as they apply to this instrumentation by the STVHCS SPS Educator.
3. Background: Sterile processing service requires new more up to date surgical grade stainless steel instrumentation for the orthopedic surgeons in the Operating Room. The current equipment has been in use for many years and has exceeded its life expectancy. As well, the current instrumentation is piece by piece becoming unusable due to pitting, staining, scratching, and damage over time. Once this happens the instrument is deemed unusable and must be replaced. SPS has attempted to replace this instrumentation but the need to replace this instrumentation has become more urgent and the micro budget allowance is exceeded by the cost of the set.
4. Performance Period:
5. Type of Contract: This is a firm-fixed-price agreement.

B. CONTRACT AWARD MEETING

“kick-off” meeting is required.

C. GENERAL REQUIREMENTS

Technical Specs

The instrumentation must be constructed of surgical grade stainless steel.

D. SPECIFIC MANDATORY TASKS AND ASSOCIATED DELIVERABLES

E. EVALUATED OPTIONAL FEATURES

Even though the contractor, at the Government's option, provides the requirements specified in this section; they are nonetheless treated with the same level of control as the mandatory

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specifications. The CO shall only exercise these options when requested by the COTR, and when the necessary funding is available.

F. SCHEDULE FOR DELIVERABLES

G. CHANGES TO THE STATEMENT OF WORK

Changes to the statement of work are unlikely, but can be made with acceptance by both sides.

H. REPORTING REQUIREMENTS

No reporting required

I. TRAVEL

No travel required.

J. GOVERNMENT RESPONSIBILITIES

STVHCS will be responsible for all pre-installation requirements.

K. CONTRACTOR EXPERIENCE REQUIREMENTS

Qualifications of Key Personnel (Standard mandatory language for all task orders)
NA

Time and Materials Task Orders
NA

Firm-Fixed-Price Task Orders
NA

L. CONFIDENTIALITY AND NONDISCLOSURE

Standard mandatory language for all task orders.

M. CONTRACTOR PERSONNEL SECURITY REQUIREMENTS

New contractor personnel security requirements, which facilitate the security programs for computer systems and automated information systems implemented by the Office of Security and Law Enforcement and Veterans Health Administration.

All records(administrative and program specific) created during the period of the contract belong to South Texas Veterans Health Care System(STVHCS) and must be returned to VANTXHCS at the end of the contract.

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SECURITY CLAUSE : The contractor will have no reason to access sensitive VA information or the STVHCS computer network. Access to UpToDate will be via the Internet.

The 6500.6 Appendix A Checklist Sections 2 (checklist table rows 1-7) is not applicable to this contract. Section 3 shall be signed by require signatories. Sensitive VA information is not contained within the system covered by this contract. The vendor shall not remove sensitive information from the VA. The vendor shall have a current Business Associates' Agreement with the VA. The vendor will not have access to sensitive VA information nor the VA's computer network. Our access to the vendor information will be via the Internet.

The C&A requirements do not apply, and that a Security Accreditation Package is not required

1. **Information System Officer, Information Protection:** The contractor will/will not have access to VA Desktop computers they will not have access to online resources belonging to the government.

2. **Privacy Officer:** The Contractor will/will not have access to protected Patient Health Information (PHI) nor will they have 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 device will remain in VA control and will not be removed from VA custody. All research data available for Contractor analysis is de-identified.

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3. **Records Manager:**

- 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

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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.