

## **B.2 Description/Specifications/Work Statement (DRAFT)**

### ***B.2.1 – CONTRACT TITLE:***

Full Service Maintenance for Advanced Sterilization Products (ASP) sterilizing equipment.

### ***B.2.2 – TYPE OF CONTRACT:***

The Government intends to award a Single Award, Firm-Fixed Price (FFP) contract

### ***B.2.3 – PERIOD OF PERFORMANCE:***

The contract resulting from this solicitation will cover a base contract period of one (1) year from date of award, and one (1) 12 month option period. Exercise of option is the Department of Veterans Affairs' (VA or Government) discretion.

Estimated Dates:

- i. Base Year: February 1, 2018 – January 31, 2019
- ii. Option Year 1: February 1, 2019 – January 31, 2020

### ***B.2.4 – PARTICIPATING FACILITIES***

Four (4) VA Healthcare Systems located within Veteran Integrated Service Network (VISN) 22 are active participating facilities for this contract and are as follows:

- i. VA Greater Los Angeles Healthcare System (691)  
Site ID: 8304  
11301 Wilshire Blvd,  
Los Angeles, CA 90073
- ii. VA Long Beach Healthcare System (600)  
Site ID: 8309  
5901 E. 7<sup>th</sup> St.  
Long Beach, CA 90822
- iii. VA San Diego Healthcare System (664)  
Site ID: 8316  
3350 La Jolla Village Dr.  
San Diego, CA 92161
- iv. VA Loma Linda Healthcare System (605)  
Site ID: 8318  
11201 Benton St.  
Loma Linda, CA 92357

### ***B.2.5 – GENERAL SCOPE:***

The Government requires a turnkey service contract for the Government-owned ASP sterilizer equipment (see attached spreadsheet of equipment inventory) under the purview of VISN 22. Contractor shall provide all labor, personnel, equipment, parts, supervision, travel, and certifications/license to provide the required services to ensure equipment is operating as intended by Original Equipment Manufacturers (OEM) service manual and specifications.

### ***B.2.6 – APPLICABLE DOCUMENTS, STANDARDS, LAWS AND/OR REGULATIONS:***

Contractor is solely responsible for meeting any current or future requirements approvals or certifications as may be levied by applicable legal, regulatory, accrediting body, governing body, and/or local/state/federal requirements as required by law. Due to continuous regulatory changes in both federal and state laws, the contractor shall be in compliance of new regulations within thirty (30) calendar days of notification. A list of applicable documents, standards, laws and/or regulations can be found in “**SECTION B.2.15**” of this statement of work.

### ***B.2.7 – SPECIFIC REQUIREMENTS:***

#### ***B.2.7.1 – GENERAL:***

Contractor shall provide all labor, personnel, equipment, parts, supervision, travel, and certifications/license to provide the required services to ensure equipment is operating as intended by OEM service manual(s) and specifications.

Contractor shall perform and/or render the following in fulfillment of this contract:

- i.** ASP factory trained/certified/licensed field service technician.
- ii.** Telephone technical support Monday – Friday, 7:00 a.m. – 7:00 p.m. Pacific Standard Time (PST)
- iii.** Services shall be in accordance with OEM specifications to include, but not limited to adjustments, calibrations, cleaning, lubrication, testing, disassembly, parts replacement, software upgrades, hardware upgrades, etc...
- iv.** Preventive maintenance (PM) shall be performed based on OEM’s recommended frequency and/or Government’s maintenance schedule. PM should occur every six (6) months or 750 cycles, whichever comes first. Each inspection must be scheduled at least three (3) days in advance with the Contracting Officer’s Representative (COR).
- v.** Intervene services/repairs shall be performed by the contractor between regular schedule PM, and at no cost to the Government. These intervening services are unlimited in nature and shall be rendered by the contractor upon request from the

Government. These repairs shall be verbally directed to the Contractor's employees, requested in writing, be transmitted electronically, by telephone, or in any manner consistent with accepted commercial business practices and directed to the home office. Contractor shall respond by telephone within one (1) hour after initial service request. Contractor shall also respond within 48 hours to repair an onsite malfunction or defect.

- vi. Contractor shall perform verification cycles to verify repairs have been corrected and that the problem(s) necessitating an intervening service call by running the minimum cycle possible on the model sterilizer receiving repairs. During PM, a cycle shall be run on each sterilizer to assure proper working order at the time of completion of the PM.
- vii. Contractor shall provide hardware and software upgrades as required.
- viii. **PARTS:**
  - a. Contractor shall furnish only new OEM parts only.
  - b. All newly installed replacement parts become the property of the Government. Replaced parts are to be disposed of by the Contractor after obtaining approval from the COR.
  - c. Any worn or defective part shall be replaced free of any charge and shall be shown to the COR.
- ix. Government property shall not be removed from the station without a signed property pass. This property pass may be obtained after the removal is authorized by the Contracting Officer or COR. If sensitive data is stored on the device, the Facility Information Security Officer must be involved and should approve the process of removing equipment from the government site. Equipment shall not be removed by the Vendor from the government site for minor repairs. Contractor assumes full responsibility for the equipment while it is off-site or in transit.

#### **B.2.7.2 – DOCUMENTATION AND REPORTS:**

##### **Service Report**

The contractor shall prepare and submit a written service report to the originating facility's Contracting Officer Representative (COR). The service report shall be written in a manner in which it fully describes the services being rendered; and the report will be acceptable and to the standards of an accrediting body such as The Joint Commission (TJC). The service report shall be forward to the COR via email no later than five (5) days after completion of service (**the COR list/info can be found at B.2.11**). At the minimal, the service report shall include, but not limited to the following information:

- i. Contract number
- ii. Name of facility
- iii. Name of COR or Government point of contact
- iv. Date of service
- v. Equipment serviced, to include description, serial number, etc...
- vi. Summary of problem and action taken
- vii. Parts used and replaced
- viii. Labor hours
- ix. Any other information as determined necessary by the COR.

### ***B.2.8 – CONTRACTOR'S QUALIFICATIONS:***

Contractor shall be a firm regularly engaged in the maintenance of medical grade sterilizer equipment. Contractor's personnel performing on this contract must be fully qualified and competent service technician.

Contractor and contractors' employees must also meet the following to be considered qualified:

- i. Certified/Licensed by ASP for each specific equipment on this contract
- ii. Ability to obtain new OEM parts.
- iii. Access to complete OEM service manuals
- iv. Access to OEM software diagnostic keys
- v. All necessary tools, diagnostic equipment, and anything else necessary to perform service
- vi. Technical Support for each specific ASP equipment listed on this contract.

### ***B.2.9 – CONTRACTOR PERSONNEL, CHECK IN/OUT, BADGES AND PARKING***

Contractor and/or contractors' employees shall check in/out with each facility's Police Service and COR before start/end of service. Furthermore, Contractor Field Service Technician shall notify the appropriate supervisor or designee in Supply Processing and Distribution and/or Surgery upon arrival and exit from the service area, regardless if it is a scheduled PMI service or an intervening service call.

Contractor shall provide the COR with a list of contractor employees expected to enter perform on this contract. In the event a service is required out the normal business hours, the Government and contractor must mutually agree prior to start of service. While on VA premises, all contractor personnel shall comply with the rules, regulations, and procedures governing the conduct of personnel and the operation of the facility.

All Contractor personnel are required to be aware of and observe security, safety and environmental requirements of each Government facility. Including, but not limited to restricted area access, observing vehicle parking regulations and smoking restrictions. If required, a flash badge or access badge will be given to the contractor's employee upon entrance into VA buildings. The contractor employee must safeguard the access badge and immediately report any lost, stolen, or destroyed badges to the COR. All contract personnel must properly display their access badges. Access badges must be worn at or

above the waist (facing forward.). The contractor's employees must return the access badge(s) to the COR or designee at the end of each pick up process.

Furthermore, contractor's employee maybe required to obtain a Personal Identity Verification (PIV) ID card. If a PIV ID card is required, the contractor will be notified by the Government.

The Government point of contract of each healthcare system will provide assistance in this process. Please see following link for information in regards to PIV ID cards:

<http://www.va.gov/PIVPROJECT/index.asp>.

Contractor personnel shall wear distinctive clothing bearing the name of the Contractor, closed toe footwear, wearing badges bearing the Contractor name and the employees name in English.

Furthermore, contractor personnel are prohibited from wearing shorts or sandals while providing services on Government grounds.

The contractor shall be required to comply with all security policies/requirements of each respective Government facility. All security policies/requirements must be met and employees cleared prior to the contractor performing work under this contract. Employees that cannot meet the security and clearance requirements shall not be allowed to perform work under this contract.

It is the responsibility of the contractor's personnel to park in the appropriate designated parking areas. Parking information shall be coordinated with each facility COR.

The Government does not validate or make reimbursement for parking violations of the contractor's personnel under any circumstance.

## ***B.2.10 – INFORMATION SECURITY***

### **i. GENERAL**

- a. Contractors, contractor personnel, subcontractors, and subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and VA Directives and Handbooks as VA and VA personnel regarding information and information system security.

### **ii. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS**

- a. A contractor/subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.
- b. The contractor or subcontractor must notify the Contracting Officer immediately when an employee working on a VA system or with access to VA information is reassigned or leaves the contractor or subcontractor's employ. The Contracting Officer must also be notified immediately by the contractor or subcontractor prior to an unfriendly termination.

### **iii. SECURITY INCIDENT INVESTIGATION**

- a. The term “security incident” means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The contractor/subcontractor shall immediately notify the COR and simultaneously, the designated ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor/subcontractor has access.
- b. To the extent known by the contractor/subcontractor, the contractor/subcontractor’s notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the contractor/subcontractor considers relevant.
- c. With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or should have known of a breach of such information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.
- d. In instances of theft or break-in or other criminal activity, the contractor/subcontractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction, including the VA OIG and Security and Law Enforcement. The contractor, its employees, and its subcontractors and their employees shall cooperate with VA and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The contractor/subcontractor shall cooperate with VA in any civil litigation to recover VA information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

#### ***B.2.11 – APPOINTMENT OF CONTRACTING OFFICER’S REPRESENTATIVE (COR):***

Under the authority contained in [VAAR 801.603-70 -- Representatives of Contracting Officer](#) the CO will appoint a COR to furnish technical guidance and advice or generally supervise the work under this contract. The COR(s) will be named at the time of award.

#### ***B.2.12 – AUTHORIZED SERVICES / CHANGES:***

The contractor is advised that **only** the CO, acting within the scope of the contract has the authority to make changes which may affect the contract terms and conditions, quality,

quantity, price, and/or delivery. It is highly encouraged and advised that the contractor contact the COR for approval in the event there are changes prior to proceeding. No other individual has the authority to make this binding changes and/or commitments.

In the event that the contractor commits to such changes at the direction of any other person than the CO, the changes shall be considered to have been made without proper authority and no adjustment shall be made in contract price to cover any increase in costs incurred as a result thereof.

### ***B.2.13 – HOURS OF OPERATION***

Contractor is responsible for conducting business during normal business hours (normally between 7:00 a.m. to 4:30 p.m.) to facilitate communication between the Government and the Contractor, Monday through Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings.

If a holiday falls on a Sunday, the following Monday will be observed as the National Holiday. When a holiday falls on a Saturday, the preceding Friday is observed as a National Holiday by U.S. Government agencies. Also included would be any day specifically declared by the President of the United States. Contractor is not required to provide any service(s) on nationally recognized U.S. Government holidays, nor shall the contractor be paid for these holidays.

Any schedule services that lands on a holiday will be required to be perform the day before or after the holiday.

#### **B.2.13.1 – OVERTIME AND HOLIDAYS**

Any overtime and/or holiday pay that may be entitled to the Contractor's employee(s) shall be the sole responsibility of the Contractor and shall not be billed to nor reimbursed by the Government.

#### **B.2.13.2 – NATIONAL HOLIDAYS**

Listed below are the ten (10) national holidays.

New Year's Day	January 1 <sup>st</sup>
Martin Luther King 's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday in September

Columbus Day	Second Monday in October
Veterans Day	November 11 <sup>th</sup>
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25 <sup>th</sup>

### ***B.2.14 – SERVICE CALLS***

Contractor shall provide information requested below as to where service calls are to be placed.

Name	
Address	
City, State, Zip Code	
Toll Free Telephone Number	
Local Telephone Number	
Facsimile Number	
E-mail Address	
Web Site Address	
Primary Service Representative	

### ***B.2.15 – APPLICABLE DOCUMENTS, STANDARDS, LAWS AND/OR REGULATIONS***

The following are a list of various applicable standards, policies, regulations, and/or governing bodies. This list is not an all-inclusive list, therefore it is the responsibility of the contractor to ensure all applicable standards, policies, regulations, and/or governing bodies not listed here are adhere to. Furthermore, contractor is responsible to adhere to all current addition of applicable standards, policies, regulations, and/or governing bodies.

- i. Centers for Medicare & Medicaid Services (CMS), [www.cms.gov](http://www.cms.gov)
- ii. Federal Drug Administration (FDA), [www.fda.gov](http://www.fda.gov)
- iii. VA Financial Service Center, <http://www.fsc.va.gov/einvoice.asp>
- iv. VA National Center for Patient Safety, <http://www.patientsafety.va.gov/index.asp>
- v. [Recall Of Defective Medical Devices And Medical Products, Including Food And Food Products, VHA Directive 1068 - Dated July 22, 2014](#)
- vi. The Joint Commission (JC), [www.jointcommission.org](http://www.jointcommission.org)
- vii. Trade Agreements Act (TAA), [TAA of 1979](#)