

STATEMENT OF WORK

**CHILLER & COOLING TOWERS PREVENTIVE MAINTENANCE AND REPAIRS
VAMC MEMPHIS, TN**

1. EQUIPMENT IDENTIFICATION:

The Contractor shall provide preventative maintenance, repair and operational coverage for 6 York, 3 Daikin Chillers, and 6 Cooling Towers. Contractor shall furnish all necessary travel, labor, material, tools, documentation, parts, equipment, quality control, and supervision necessary for the inspection, preventative maintenance, leaks repairs, emergency repairs, support of the equipment, software and accessories listed in the Schedule of Equipment, located at the Veterans Affairs Medical Center, 1030 Jefferson Ave., Memphis, TN 38104. This contract shall cover the base year period of October 1, 2018 through September 30, 2019, with four option years beginning 1 October 2019 - 30 September 2023 during the designated hours of coverage, in accordance with all terms, conditions, provisions, schedules and specification of this solicitation.

2. CONFORMANCE OF STANDARDS:

Contract service shall ensure that all the equipment functions in conformance with the specifications used when the equipment was procured by the VAMC, and any upgrades/ updates, as well as following the LATEST published standards/ specification/ regulations.

3. HOURS OF COVERAGE:

- a. This contract will include 24/7 coverage for all the chillers and cooling towers listed under covered equipment. Any callbacks will be reported to the COR if any charges will be billed to the government.
- b. Normal VAMC working hours are Monday through Friday, 8:00a.m. to 4:30 p.m., excluding federal holidays.

Federal Holidays observed by the VAMC are:

| | | |
|----------------|------------------------|------------------|
| New Year's Day | Martin Luther King Day | President's Day |
| Memorial Day | Independence Day | Labor Day |
| Columbus Day | Veterans' Day | Thanksgiving Day |
| Christmas Day | | |

4. PREVENTATIVE MAINTENANCE

The contractor shall take oil samples and perform analysis on all listed equipment. Test for acid content, ferrous and non-ferrous metal content. If the Contractor determines that the oil should be changed, the oil shall be provided and charged by the contractor. The contractor shall clean all water-cooled condensers with a brushed mechanical cleaning system, check and calibrate all safeties or devices that may prevent the chillers from operating normally. The contractor shall be responsible for replacing any defective parts/devices associated with the equipment listed under this contract. This includes but is not limited to valves, gaskets, seals, O-rings, hoses, mechanical seals, sensors and all other parts that may contribute to leaks.

The contractor shall check all refrigerant levels quarterly. The contractor shall be responsible for repairing any leaks (O-rings, valves, hoses, mechanical seals, etc.) and replacing refrigerant to chillers to up to 1200 pounds total, regardless the machine.

The contractor shall provide semi-annual greasing on all motors in accordance with manufacturer's standards and requirements, replace motor coolant. The contractor shall perform a vibration analysis on all listed equipment. A comprehensive analysis shall be provided to the COR for all listed equipment.

The contractor shall provide an inspection of all couplings, check all motor starters and change with York specified coolant. The contractor shall check the electrical distribution of the equipment for loose connections, overheating, wire condition, and the condition of the start/ run devices if applicable.

Upon completion of work performed on each chiller, the contractor shall set water flows, (chilled and condenser) to design specifications, and clean around all listed equipment.

Any charges for materials such as lubricants, fluids, cleaning supplies, parts, required for the Contractor to successfully complete scheduled PM shall be provided by the Contractor and are included within this contract, and it is agreed upon price.

The Contractor shall immediately, but not later than twenty-four (24) hours after discovery, notify the CO and the COR, IN-WRITING of the existence or development of any defects in, or repairs required to the schedule of equipment with the Contractor considers not to be responsible for under the terms of the contract. The Contractor shall furnish the CO and COR with a written estimate of the cost to make necessary repairs.

The contractor will perform **3 operational inspections and 1 comprehensive to include 1 coil cleaning, 2 vibration analysis and 2 oil analysis per year** on the chillers and cooling towers.

Contractor shall perform Eddy Current Test, once every three years, on the evaporator and condenser tubes for all chillers listed under this contract.

5. DOCUMENTATION/REPORTS:

- a. Documentation in the form of Field Service Report (FSR) must be furnished to the COR for all scheduled and unscheduled maintenance performed by the Contractor. Payment will not be certified by Engineering if proper documentation is not provided.
- b. The documentation shall include detailed descriptions of the scheduled and unscheduled maintenance, including replacement parts and prices (for service outside normal working hours) procedures performed required to maintain the equipment in accordance with the statement of work. Each FSR must, at a minimum, document the following data legibly and in complete detail:
 1. Name of Customer
 2. Name of Field Service Employee (FSE) who performed services.
 3. Contractor service Field Service Report (FSR) number/log number.
 4. Description of problem reported by COR/ user (if applicable)

5. Identification of all equipment serviced: device name/description, device location (if applicable). Manufacturer's name, model number, serial number, inventory/barcode number, and other identification numbers.
6. Itemized description of service performed and parts replaced.
7. Results of calibration and/or performance testing.
8. Total cost to be billed if work was not in scope of contract (see paragraph c of this section).
9. Signatures:
 - a. FSE performing services described
 - b. Authorization signature by COR. (if COR is unavailable a signed, authorized, copy of the FSR will be sent to the Contractor after the can be reviewed, if requested by the FSE and noted on the FSR.)
 - c. Any additional charges claimed by the FSE/ Contractor must be approved by the COR before the service is completed. A purchase order number must then be provided to the FSE/Contractor by the COR.

6. COMPETENCY OF PERSONNEL SERVICING EQUIPMENT:

- A. Each respondent must have an established business, with an office and full-time staff. Generally, the Contractor shall have two years of successful experience in fully maintaining the full schedule of equipment for this contract. This staff includes two "fully qualified" FSEs who shall serve as the primary technician and backup for the servicing of the items listed on the schedule of equipment at this VAMC.
- B. "FULLY QUALIFIED" is based upon training and on experience in the field. For training, the FSE(s) has successfully completed a formalized training program, for the equipment identified in the schedule of equipment. For field experience, the FSE(s) has a minimum of two years' experience (except for equipment newly on the market) performing preventative maintenance and equipment repairs on the equipment. FSE must have proof of manufacturer training on specific makes and model of equipment. The CO and COR specifically reserve the right to reject any of the Contractor's personnel and refuse them permission to work on the VAMC equipment.
- C. If subcontractor(s) are used, they must be approved by the CO and the COR; the Contractor shall submit any proposed change in the subcontractor(s) to the CO for approval or disapproval.

7. IDENTIFICATION, PARKING, SMOKING, AND VA REGULATIONS:

The Contractor's FSE shall abide by all VAMC station policies and requirements. The Contractor's FSE shall wear visible identification at all times while on the premises of the VAMC. It is the responsibility of the Contractor to park in the appropriate designated parking areas. Information on parking is available from the VAMC Police Services, room CEG16. The VAMC will not invalidate or make reimbursements for parking violations of the Contractor under any conditions. Smoking is prohibited inside any building at the VAMC. Possession of weapons is prohibited. Enclosed containers, including tool kits, shall be subject to search.

8. NOTIFICATION OF START AND COMPLETION OF WORK:

Contractor shall notify VA COR one week prior to start of work. Contractor shall be required to submit daily logs to the COR daily.

9. FINAL INSPECTION AND ACCEPTANCE:

When the contractor has completed all work, they shall notify the VA COR for a final inspection.

EQUIPMENT LIST FOR CHILLER MAINTENANCE

| Equipment Type | Qty | Manufacturer | Model# | Rating |
|---|------------|---------------------|--------------------|---------------|
| Water-Cooled Centrifugal Chiller Model YKHBGH8-CXE | 2 | York | YK R-22 | 850 Tons |
| | | | | |
| Water-Cooled Centrifugal Chiller Model YKP4P4H1-CXC | 2 | York | YK R-134 | 850 Tons |
| | | | | |
| Air-Cooled Screw Chiller Model Model YCAS180-46XD | 1 | York | YCAS R-22 | 315 Tons |

| | | | | |
|--|---|--------|--------------------------|----------|
| Water-Cooled Centrifugal Chiller (Lab) Model WMC290DBS-BR10 Serial STNU140400163 | 1 | Daikin | 3804SSF R-134A | 300 Tons |
| | | | | |
| Water-Cooled Centrifugal Chiller (Surgery) Model YKCRCSQ4-CHG | 1 | York | YKCR R-134A | 260 Tons |
| | | | | |

| | | | | |
|---|---|---|----------------------------|----------|
| Water Cooled Centrifugal Chiller (SCI) WMC400DBS-ER10 | 2 | Daikin | C2612BNYY 2-A R-134A | 300 Tons |
| | | | | |
| Cooling Towers Main Plant BAC Model 31055-2GX (qty 4) SCI Tower Tech Model TTXL-101950 (Qty 2) Surgery Tower Tech Model TTXL-081950 | 6 | 4- BAC Main Plant 2- Tower Tech SCI & Surgery | | |

PRIVACY, SECURITY & TRAINING

The Contractor's staff will check in with the VA Engineering to receive a VA work authorization badge. Contractor's staff must provide documentation to receive a badge. Contractor's staff will smoke in the designated areas on the VA grounds. Contractor's staff will not park in patient parking areas. Contract parking is limited to the grounds first come first serve.

The Contractor is required to follow all regulations and safety requirements of the VA such as OSHA, NFPA, EPA, etc.

Appropriate PPE must be work always as well.

Contractor and their staff are not to take any pictures, videos or drawings of any type. Talking photographs/videos are prohibited while on VA premises.

1. Contractor will be able to review the VA shop drawings for reference as required to complete this work. Return any shop drawings to the COR once the work has been completed. Contractor and their staff are not permitted to take any pictures, videos or drawings of any type.
2. Contractor and their staff are not permitted to take any pictures, videos or drawings of any type. Taking of photographs/videos are prohibited while on VA premises.
3. The contractor's staff will check in with the VA police to receive a VA work authorization badge. The badge must be worn facing forward and above the waistline. The contractors staff are required to wear the VA issued badge at all times while on VA premises.
4. **TRAINING:** The contractors staff (those who will be on VA property working) will be required to complete the TMS (VA 10176) training prior to the work beginning. The contractor will either personally bring the training certificates or E-mail the certificates to the COR so they can be kept on file for one year

5. You must ensure each contract employee self-enrolls for a profile on the VA TMS by visiting <https://www.tms.va.gov/plateau/user/login.jsp>. Once there, employees should follow the steps below to create a profile, launch the mandatory training, and complete the content prior to their next day at VA.
6. Upon completion by all employees, the contractor shall provide their Contracting Officer Representative with each employee's printed certificate of completion from the TMS. This certificate displays the employee's TMS User ID.
7. The TMS training is only good for one year and the contractor is responsible to ensure their staff or persons who will be working on VA property are current.
8. The Authorization requirements do not apply, and that a Security Accreditation Package is not required

VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY LANGUAGE FOR INCLUSION INTO CONTRACTS, AS APPROPRIATE

1. GENERAL

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.

2. 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. All contractors, subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors must be in accordance with VA Directive and Handbook 0710, *Personnel Suitability and Security Program*. The Office for Operations,

Security, and Preparedness is responsible for these policies and procedures.

c. Contract personnel who require access to national security programs must have a valid security clearance. National Industrial Security Program (NISP) was established by Executive Order 12829 to ensure that cleared U.S. defense industry contract personnel safeguard the classified information in their possession while performing work on contracts, programs, bids, or research and development efforts. The Department of Veterans Affairs does not have a

Memorandum of Agreement with Defense Security Service (DSS). Verification of

a Security Clearance must be processed through the Special Security Officer located in the Planning and National Security Service within the Office of Operations, Security, and Preparedness.

d. Custom software development and outsourced operations must be located in the U.S. to the maximum extent practical. If such services are proposed to be performed abroad and are not disallowed by other VA policy or mandates, the contractor/subcontractor must state where all non-U.S. services are provided and detail a security plan, deemed to be acceptable by VA, specifically to address mitigation of the resulting problems of communication, control, data protection, and so forth. Location within the U.S. may be an evaluation factor.

e. 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.

VA HANDBOOK 6500.6 MARCH 12, 2010

APPENDIX C

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3. VA INFORMATION CUSTODIAL LANGUAGE

a. Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor/subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA. This clause expressly limits the contractor/subcontractor's rights to use data as described in Rights in Data

- General, FAR 52.227-14(d) (1).

b. VA information should not be co-mingled, if possible, with any other data on the contractors/subcontractor's information systems or media storage systems to ensure VA requirements related to data protection and media sanitization can be met. If co-mingling must be allowed to meet the requirements of the business need, the contractor must ensure that VA's information is returned to the VA or destroyed in accordance with VA's sanitization

requirements. VA reserves the right to conduct on-site inspections of contractor and subcontractor IT resources to ensure data security controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with VA directive requirements.

c. Prior to termination or completion of this contract, contractor/subcontractor must not destroy information received from VA, or gathered/created by the contractor in the course of performing this contract without prior written approval by the VA. Any data destruction done on behalf of VA by a contractor/subcontractor must be done in accordance with National Archives

and Records Administration (NARA) requirements as outlined in VA Directive 6300, *Records and Information Management* and its Handbook 6300.1 *Records Management Procedures*, applicable VA Records Control Schedules, and VA Handbook 6500.1, *Electronic Media*

Sanitization. Self-certification by the contractor that the data destruction requirements above have been met must be sent to the VA Contracting Officer within 30 days of termination of the contract.

d. The contractor/subcontractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the contract and applicable Federal and VA information confidentiality and security laws, regulations and policies. If Federal or VA information confidentiality and security laws, regulations and policies become applicable to the VA information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS or Special Publications (SP) after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this contract.

e. The contractor/subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on contractor/subcontractor electronic storage media for restoration in case any electronic equipment or data used by the contractor/subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.

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 COTR 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.

VA INFORMATION CUSTODIAL LANGUAGE

The following standard Items relate to records generated in executing this contract:

- 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.
- 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.