

STATEMENT OF WORK

Lebanon VA Medical Center LEGIONELLA WATER TESTING

I. GENERAL INFORMATION

A. Background: Lebanon Veterans Affairs (VA) Medical Center is contracting for water testing to ensure the safety of its drinking water, as defined in the ANSI/ASHRAE Standard 188-155, where patients may stay overnight on an inpatient status, locations not immediately located on 1700 South Lincoln Avenue, or in high risk areas identified by a risk assessment conducted by the Lebanon VA Medical Center to include addition of areas currently under construction or renovation. Lebanon VA Medical Center and its associated areas/buildings must be in compliance with all of the following directives, standards, and regulations:

1. VHA Directive 1061 “Prevention of Healthcare Associated Legionella Disease and Scald Injury from Potable Water Distribution Systems”
http://vaww.va.gov/vhapublications/ViewPublication.asp?pub_ID=3033
2. MCM 200-04 “Prevention of Legionella Disease”
<https://vaww.visn4.portal.va.gov/networks/Lebanon/MCMs/200-04.pdf>
3. ANSI/ASHREA Standard 188-2015, “Legionellosis: Risk Management for Building Water Systems.” <https://www.ashrae.org>
4. Occupational Safety & Health Administration
<https://www.osha.gov/dts/osta/otm/legionnaires/sampling.html>

B. Scope of Work: The contractor shall furnish all personnel, supervision, equipment, supplies, certifications, transportation, and resources necessary to conduct random water testing for specified areas/buildings on or associated with Lebanon VA Medical Center (VAMC), 1700 South Lincoln Avenue, Lebanon, PA 17042. The areas/buildings to be tested include those wherein patients may stay overnight on an inpatient status, locations not immediately located on 1700 South Lincoln Avenue, or have been identified as high risk via a risk assessment conducted by the Lebanon VAMC to include addition of areas currently under construction or renovation.

1. The work shall include routine samples for quarterly water tests per annual period, emergent samples, and additional samples (non-routine) per annual period of sites as determined by the Lebanon VAMC Water Safety Committee (WSC).
2. Quarterly testing will be scheduled in advance at a minimum of 14 business days prior to the desire testing date or 1 (one) business day prior to an emergent or non-routine testing. The Contracting Officer’s Representative (COR) will contact the contractor and ensure that the contractor knows the dates, locations, and requirements of the services needed.

This contract will be a single-award Firm-Fixed-Price Indefinite Delivery/Indefinite Quantity (IDIQ) contract. The period of performance will be for a five (5) year ordering period. Firm-Fixed-Price Task Orders will be awarded to provide the required services.

All work under this contract shall be monitored by the COR.

II. TASKS

- A.** The contractor shall furnish all personnel, supervision, certifications, materials, equipment, and resources necessary to perform legionella water testing, transport the samples, and report the water testing results.
- B.** The contractor shall perform routine quarterly samples for buildings that have been identified where patients may stay overnight on an inpatient status, locations not immediately located on 1700 South Lincoln Avenue, or have been identified as high risk via a risk assessment to include addition of areas currently under construction or renovation. Upon issuance of a Task Order for quarterly sampling, the contractor shall immediately schedule this task with the COR so as to meet the Government's schedule and adhere to all applicable regulations.
- C.** The contractor shall notify the COR immediately of any positive sampling results.
 - 1. The contractor shall collect samples for emergent testing when needed.
 - 2. Any site identified as positive for legionella will require re-testing at a maximum of 10 hot and 10 cold samples upon receipt of a Task Order for non-routine sampling/testing.
 - 3. The contractor shall complete water sampling for emergent and non-routine within 24 hours of being notified via the award of a Task Order for the emergent and/or non-routine sampling/testing.
- D.** The contractor shall collect samples of additional sampling (non-routine) per year, as needed, of distal sites determined by the Lebanon WSC.
- E.** The contractor shall collect the water sample at first "draw" to catch the water that comes out immediately from the outlet, without the use of "flush."
- F.** The contractor shall test each water sample for Legionella, Water Temperature, Residual Biocide at time of collection, and pH at time of collection.
- G.** The contractor shall deliver the samples to a certified (Environmental Legionella Isolation Techniques Evaluation (ELITE) lab for analysis, track the delivery of samples, and report the results within 14 business days of sampling.

1. Each water sample will be collected in a sterile, unused, leak-proof container and will be secured to prevent cross-contamination and follow established guidelines provided by the Occupational Safety & Health Administration <https://www.osha.gov/dts/osta/otm/legionnaires/sampling.html>

H. The contractor shall provide all sample analysis reports via e-mail to COR and any additional personnel identified within 14 business days. The analytical reports shall include the following for each sample collected: legionella result, water temperature at time of collection, residual biocide at time of collection, pH at time of collection, building and sample identification, occupancy, sample source, sample type (hot or cold water), sample volume, name of individual collecting sample, and name of laboratory used for legionella testing.

III. CONTRACTOR QUALIFICATIONS

- A. The contractor collecting the samples must be trained in legionella water sampling protocol and follow established guidelines provided by the Occupational Safety & Health Administration (<https://www.osha.gov/dts/osta/otm/legionnaires/sampling.html>). The training/certifications must be provided to the COR on an annual basis so as to evidence that the contractor is current.
- B. The contractor must be in compliance with all of the following guidelines outlined in:
 1. VHA Directive 1061 “Prevention of Healthcare Associated Legionella Disease and Scald Injury from Potable Water Distribution Systems”
http://vaww.va.gov/vhapublications/ViewPublication.asp?pub_ID=30333
 2. MCM 200-04 “Prevention of Legionella Disease”
<https://vaww.visn4.portal.va.gov/networks/Lebanon/MCMs/200-04.pdf>
 3. ANSI/ASHREA Standard 188-2015, “Legionellosis: Risk Management for Building Water Systems.” <https://www.ashrae.org>
- C. The testing laboratory processing the legionella water samples must be certified by the Centers for Disease Control and Prevention (CDC) Environmental Legionella Isolation Techniques Evaluation (ELITE) program and proficient at performing the culture of Legionella from environmental samples. (<http://www.cdc.gov/legionella/elite.html>). The Government can ask for current ELITE certificate at any time during contract performance and contractor shall provide current certificate to the COR with two (2) days of the Government’s request.

IV. GOVERNMENT RESPONSIBILITIES

- A. No Government Furnished Property (GFP) will be provided.

- B. The Government will provide access to areas and an escort as necessary to complete work.
- C. The Government point of contact for questions related to this project shall be the COR.

V. OTHER CONSIDERATIONS

- A. Place of Performance: Lebanon VA Medical Center, where patients may stay overnight on an inpatient status, locations not immediately located on 1700 South Lincoln Avenue, or in high risk areas identified by risk assessment to include addition of areas currently under construction or renovation.
- B. Hours of Operation: Work hours, 8:00 a.m. to 4:30 p.m. Monday-Friday; Government holidays and closures are excluded for routinely scheduled testing. Emergent testing shall be conducted as needed, 24 hours per day, 7 days per week, and 365 days per year. The contractor will be escorted by a VA employee at all times.
- C. Security: The contractor will be responsible for ensuring compliance by its employees with all VA procedures governing building access and security. The contractor will be escorted by VA employee at all times. The Contractor will be responsible for ensuring compliance by its employees with the security regulations of VA, Veterans Health Administrative (VHA) and other Government installations where work is performed under this contract.
- D. Commitment to Protect Sensitive Information: The contractor shall not release, publish, or disclose sensitive information to unauthorized personnel, and shall protect such information in accordance with provisions of the following laws and any other pertinent laws and regulations governing the confidentiality of sensitive information. All personnel assigned to this contract are required to take proper precautions to protect privacy information from disclosure in the case that such disclosures are made.
- E. Monitoring: This contract shall be monitored by the COR.
- F. **TASK ORDERS:** The Government will unilaterally award Task Orders for Tasks identified in the subject IDIQ (e.g., quarterly sampling, urgent sampling, and/or non-routine sampling) in the quantities specified in the Task Order. The Period of Performance shall also be specified in said Task Order.

VI. 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.