

**STATEMENT OF WORK
FOR
INSPECTION & FLOW TEST OF STANDPIPES
WILKES-BARRE VAMC**

DESCRIPTION:

Contractor shall inspect and perform a flow test on eight (8) standpipes located within the stairwells of two (2) buildings within the Wilkes-Barre VAMC. All inspections and flow test must be performed in accordance with (IAW) the National Fire Protection Association (NFPA) 25.

All services shall be provided in accordance with the specifications, terms and conditions contained herein.

PLACE OF PERFORMANCE:

Wilkes Barre Veterans Affairs Medical Center (WBVAMC)
1111 East End Boulevard
Wilkes Barre, PA 18711

SCOPE:

This requirement is to comply with National Fire Protection Association (NFPA) 25: Standard for the Inspection, Testing, and Maintenance of water-based Fire Protection Systems; and Joint Commission Life Safety Standards which requires a complete inspection of the Fire Suppression Standpipe System. Vendor shall be NICET certified.

Contractor shall provide all required parts, equipment and services required to complete the inspection and flow test of the Fire Suppression Standpipe System located within the Wilkes-Barre VAMC Main Building (building 1) and the Community Living center (CLC building 27).

PERFORMANCE REQUIRED:

Inspect and flow test the following:

1. Main Building 1:
 - a. West Stairwell
 - b. Center Stairwell
 - c. East Stairwell
 - d. North Stairwell Standpipe
 - e. Stairwell #6 (New Clinical Addition)
2. CLC Building 27:
 - a. Stair # 1
 - b. Stair # 2
 - c. Stair # 3

PERIOD OF PERFORMANCE:

All inspections and flow test must be completed before 30 September 2018.

Upon completion of all inspections and flow test the contractor shall submit a detailed written report of findings to the (WBVAMC) Safety

Office Designee No Later Than 5 business days after the work is complete to include all inspection and testing results.

PROVIDED BY WILKES-BARRE VAMC:

1. The Contractor shall provide all labor, equipment, and supplies necessary to provide the services requested. The government will furnish no property to the contractor.
2. Wilkes-Barre VAMC personnel will provide the contractor with access to the appropriate access to Building 1 and the CLC building for the length of the project.
3. A sit visit at the Wilkes-Barre VAMC will be provided on Monday August 20, 2018 at 1pm E.T. Please contact Brent Miller at 570 824-3521 ext 7621 or brent.miller2@va.gov for details.

WORK HOURS:

Work shall be performed on weekend hours (Saturday and Sunday from the hours of 8:00am to 4:30pm). Date for on-site testing will be coordinated with Safety Office Designee.

SPECIAL CONTRACTOR PROVISIONS:

1. Security Requirements:

- a. prior to the commencement of any work under this contract, upon arrival to the VA Medical Center, contractor personnel must first check-in with COR.
- b. Contractor personnel must properly display their identification badge at all times while on VA property so that their name and the company they work for can easily be seen.

2. Interference in Performance Requirements:

- a. Contractor may be required to interrupt their work at any time so as not to interfere with the normal functioning of the facility; e.g. utility services, servicing of fire protection systems, and the passage of facility patients/personnel, etc.
- b. In the event of an emergency, contractor services may be stopped and rescheduled at no additional cost to the government.

NARA Records Management Language for Contracts (May 2017):
<https://www.archives.gov/records-mgmt/handbook/records-mgmt-language.html>

RECORDS MANAGEMENT OBLIGATIONS

A. Applicability

This clause applies to all Contractors whose employees create, work with, or otherwise handle Federal records, as defined in Section B, regardless of the medium in which the record exists.

B. Definitions

"Federal Record" as defined in 44 U.S.C. § 3301, includes all recorded information, regardless of form or characteristics, made or received by a Federal agency under Federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the United States Government or because of the informational value of data in them.

The term Federal record:

1. includes Wilkes-Barre VAMC records.
2. does not include personal materials.
3. applies to records created, received, or maintained by Contractors pursuant to their [Agency] contract.
4. may include deliverables and documentation associated with deliverables.

C. Requirements

The following standard Items relate to records generated in executing this contract and should be included in a typical contract where records could possibly be created, maintained or dispositioned:

ADD THE FOLLOWING 11 ITEMS TO THE STATEMENT OF WORK (SOW):

1. Contractor shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to the Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, and those policies associated with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C. 552a). These policies include the preservation of all records, regardless of form or characteristics, mode of transmission, or state of completion.

2. In accordance with 36 CFR 1222.32, all data created for Government use and delivered to, or falling under the legal control of, the Government are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA) (5 U.S.C. 552), as amended, and the Privacy Act of 1974 (5 U.S.C. 552a), as amended and must be managed and scheduled for disposition only as permitted by statute or regulation.

3. In accordance with 36 CFR 1222.32, Contractor shall maintain all records created for Government use or created in the course of performing

the contract and/or delivered to, or under the legal control of the Government and must be managed in accordance with Federal law. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data.

4. Wilkes-Barre VAMC and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Records may not be removed from the legal custody of Wilkes-Barre VAMC or destroyed except for in accordance with the provisions of the agency records schedules and with the written concurrence of the Head of the Contracting Activity. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701.

In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, Contractor must report to Wilkes-Barre VAMC. The agency must report promptly to NARA in accordance with 36 CFR 1230.

5. The Contractor shall immediately notify the appropriate Contracting Officer upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in the [contract vehicle]. The Contractor shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment is properly protected. The Contractor shall not remove material from Government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the Head of the Contracting Activity. When information, data, documentary material, records and/or equipment is no longer required, it shall be returned to Wilkes-Barre VAMC control or the Contractor must hold it until otherwise directed. Items returned to the Government shall be hand carried, mailed, emailed, or securely electronically transmitted to the Contracting Officer or address prescribed in the [contract vehicle]. Destruction of records is EXPRESSLY PROHIBITED unless in accordance with Paragraph (4).

6. The 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, contracts. The Contractor (and any sub-contractor) is required to abide by Government and Wilkes-Barre VAMC guidance for protecting sensitive, proprietary information, classified, and controlled unclassified information.

7. The Contractor shall only use Government IT equipment for purposes specifically tied to or authorized by the contract and in accordance with Wilkes-Barre VAMC policy.

8. The Contractor shall not create or maintain any records containing any non-public Wilkes-Barre VAMC information that are not specifically tied to or authorized by the contract.

9. The 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 from public disclosure by an exemption to the Freedom of Information Act.

10. The Wilkes-Barre VAMC owns the rights to all data and records produced as part of this contract. All deliverables under the contract are the property of the U.S. Government for which Wilkes-Barre VAMC shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest. Any Contractor rights in the data or deliverables must be identified as required by FAR 52.227-11 through FAR 52.227-20.

11. Training. All Contractor employees assigned to this contract who create, work with, or otherwise handle records are required to take VHA-provided records management training, Talent Management System (TMS) Item #3873736, Records Management for Records Officers and Liaisons. The Contractor is responsible for confirming training has been completed according to agency policies, including initial training and any annual or refresher training.

[Note: To the extent an agency requires contractors to complete records management training, the agency must provide the training to the contractor.]

D. Flowdown of requirements to Subcontractors

1. The Contractor shall incorporate the substance of this clause, its terms and requirements including this paragraph, in all subcontracts under this [contract vehicle], and require written subcontractor acknowledgment of same.

2. Violation by a subcontractor of any provision set forth in this clause will be attributed to the Contractor.

END OF STATEMENT OF WORK