

B.5 PERFORMANCE WORK STATEMENT (PWS)

PURPOSE:

Veterans Affairs requires a qualified Contractor to provide mail-order testing kits for use by VA Dental Assistants and perform laboratory analysis of samples from dental unit waterlines (DUWL) to test for **colony forming units (cfu) within the water lines**, with provision of lab test reports, in accordance with this performance work statement (PWS) and Infection Control Standards for VA Dental Clinics. Services must be accomplished in a cost effective, safe, efficient and secure manner for the VA and in support of the VA Mission.

Services are required for the period of performance and at the location outlined in this PWS.

Period of Performance: refer to the Price Cost Schedule of this contract for the period of performance dates and frequencies.

Location:

1. Laboratory testing and analysis of samples, to include reporting results, are to be performed at the contractor's facility.
2. Testing sample kits and reports must be provided to the VA Medical Center listed in block 15 on page 1 of SF1449, this contract.

This is a non-personal services contract. The Contractor, its employees, agents and subcontractors shall not be considered government employees for any purpose. Contractor shall furnish all labor, materials, parts, equipment, tools, shipping, transportation, insurances, licenses, certifications and supervision necessary to provide services in accordance with this Performance Work Statement (PWS). The Contractor is responsible for all charges, fees, applications and procurement of all permits, licenses, registrations and certificates, pursuant to lawful application of the provision of services. For a contract of this size, scope and complexity, the successful Contractor must perform in a professional manner as recognized by commercial industry standards as good to excellent.

Background: The incumbent Contractor is performing on contract no. 36C25918P4185. The amounts and processes occurring on the incumbent contract are similar to those required in this PWS. Refer to Tasks and Requirements in this PWS for current required outcomes.

VA Dental services routinely test water coming out of the DUWLs to meet this standard and address a DUWL that exceeds this standard. The "Infection Control Standards for VA Dental Clinics" states the following:

"The Environmental Protection Agency (EPA), American Public Health Association and the American Water Works Association have defined the standard for US potable water – not to exceed 500 colony forming units (cfu) per milliliter of water. The Centers for Disease Control and Prevention (CDC) and the American Dental Association (ADA) have recommended dental unit water line (DUWL) deliver water should meet the U.S. potable water standard – not to exceed 500 cfu/ml of water."

QUALIFIED CONTRACTOR: To fully qualify in performing services on this contract, and per this PWS, the Contractor must demonstrate, and maintain throughout the life of the contract, the following requirements:

- 1) compliance with the highest standards of the "Infection Control Standards for VA Dental Clinics" (2013), and
- 2) certification (EPA or state) to perform environmental testing, to include analysis of dental unit waterline samples,
- 3) demonstrated service performance in accordance with all applicable laws, ordinances, regulations and service requirements as enforced by Federal, state, local and industry,
- 4) capabilities and availabilities to commence services within 5 business days following issuance of a task order signed by the CO.

Contractor must provide current certifications to CO and COR upon award, and provide immediate written notice to the CO and COR within 5 days following any change in certification, licensing, or update in equipment, applicable to this contract and PWS.

TASKS and REQUIREMENTS: The Contractor shall provide the tasks and requirements for services, during the applicable period of performance, and within the constraints of this PWS and the terms and conditions of this contract.

Important: Contractor must comply with “Infection Control Standards for VA Dental Clinics”, dated 2013, and any future updates of this Directive, during the performance of services on this contract, with the exception that Waterline testing and analysis on this contract must be accomplished by a laboratory certified (EPA or state) to perform environmental testing.

1. **Testing Sampling Kits** (supplies) - must be provided by the contractor and should be available within 2 weeks to the dental clinic before testing is to occur.
 - a. **Number of Sampling Kits:** The VA estimates 175 sampling kits will be needed every three months. This is an indefinite quantity indefinite delivery contract. Amounts and frequencies are subject to change.
2. **Testing of Samples** - Contractor is responsible for testing and analyzing the samples for total colony forming units (cfu).
 - a. **Amounts:** Refer to section titled, “**Estimated Quantities**”, of the contract for anticipated quantity every 12 months.
 - b. **Schedule** - It is anticipated that services will be required every three months. The commencement of the schedule is dependent upon issuance of each task order. COR will provide the Contractor with a schedule following issuance of each task order. Contractor must make best efforts to coordinate with the COR with regards to planning testing dates and shipping of samples. Schedule is subject to change based on VA activities.
3. **Retesting** - The Contractor will provide results to the VA Dental clinic and provide for retesting if needed. Any additional sampling due to a high result will be treated in the same manner as a standard test.
4. **Reports** - Contractor must provide test results to the VA when available. Contractor must provide test reports, in electronic format, such as [online \(preferred\)](#) or via email, to the COR within 1 week of receiving the test samples from the VA. Refer to Service Reports in this PWS.
5. **Service Notifications** - Contractor must notify the COR in writing when:
 - a. Testing sample kits are due to arrive at the VA, and
 - b. When laboratory testing and analysis commences

VA Sampling - VA staff (VA Dental Assistants) will use the sampling kits to draw samples from the Dental Unit Waterlines. Each sample will be [drawn and](#) packed by the VA and shipped according to guidelines of the Contractor’s laboratory. The process involves all dental units and cavitrons in use for the VA dental clinics operating in Oklahoma City VA Health Care System and Lawton and requires tests be done for total coliform units (cfu). At the time of issuance of this contract, the VA has established a sampling process where all VA Dental Assistants aim to get all the units done at one time, during a one-month period, instead of doing tests each month throughout the quarter. The process is a tedious one to coordinate internally because many staff need to assist in the process and the chairs need to be free of patients. The VA also needs time in the quarter to record the results and keep track of lines which were missed or need to be retested. The VA tries not to test the last month of the quarter.

Quarters - VA considers a quarter to be the following periods during the year:

- October 1st to December 31st
- January 1st to March 31st
- April 1st to June 30th
- July 1st to September 30th

SERVICE REPORTS:

Contractor shall provide the COR with individual Service Reports pertaining to tasks and requirements performed at the location. All Service Reports are to be signed and dated by the designated Contractor’s Representative and provided to the COR at the end of each performance. Service reports must be legible. Complete service reports must be received by the COR or CO before any invoice can be certified for payment.

Each Service Report must legibly document the following to be considered complete:

- a) Name of Contractor and contract number

- b) Purchase order number / task order number
- c) Contractor Service Report number/log number
- d) Description of services performed during the applicable Service period
- e) Description of any problems during service (if applicable)
- f) Identify details of any Contractor equipment calibrations performed and results of such
- g) Test results must show source sample information and result

Results of reports must be issued to the VA within one (1) week of the Contractor completing test results from analysis and within two (2) weeks of receiving the samples from the VA.

Timely reports will assist with informing the Dental Clinic, namely the VA Infections Control Officer, so they can take immediate action and corrective measures to ensure water safety and hygiene, as well as reducing risks to VA patients.

CONTRACT OVERSIGHT BY THE CONTRACTOR

Contractor Representative and Point of Contact - The Contractor shall specify an individual who shall serve as a single point of contact for all Contract issues. Contractor must provide the COR and Contracting Office with the Contractor's Representative contact details, to include cell phone and email, as a minimum:

- 1) Within 5 business days of contract award, and
- 2) Within 5 business days prior to a change in the COR by the Contractor.

The Contractor's Representative must be easily accessible by phone and return COR calls within 48 hours of a voice message left by the COR.

CONTRACT OVERSIGHT BY THE VA

Contracting Officer's Representative (COR) - Upon contract commencement, the Contracting Officer will notify the Contractor in writing as to the COR assigned to this contract, and upon reassignment of a new COR, as applicable. Contractor shall only respond to requests for service from the COR or the CO. If service is requested from any source, other than the COR or the CO, the Contractor is to advise the individual of this requirement and refuse to respond. Any billing resulting from unauthorized service will not be paid by the government.

The COR will periodically evaluate the Contractor's performance to ensure services are received in accordance with this PWS. The COR will evaluate the Contractor's performance through review of the deliverables and Contractor's performance. When a COR is not assigned, the CO will inform the Contractor of the locally assigned point of contact (POC) at the VA location. In this instance, the Contractor shall communicate and coordinate services through the VA POC and copy the CO on all written communications.

Authority of the COR - The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract. In the event the Contractor affects any changes at the direction of any person other than the Contracting Officer, the changes will be considered to have been made without authority and no adjustment will be made in the contract price or schedule to cover any increase in costs incurred as a result thereof. The

Contracting Officer shall be the only individual authorized to accept nonconforming work, waive any requirement of the contract, and/or modify any term or condition of the contract. The Contracting Officer is the only individual who can legally obligate Government funds. No costs chargeable to the proposed contract can be incurred before receipt of a fully executed contract or specific authorization from the Contracting Officer.

Government Alternate Points of Contact (POC) – Emergencies Only - The COR will identify Alternate Points of Contact (POC) to be used only for instances of emergencies when the COR is not easily contactable. These will be individuals in supervisory or managerial roles within the VA department responsible for monitoring performance on this contract. The Contractor will be provided this information within 5 days of an Alternate POC being assigned. An Alternate POC does not replace the COR nor do they replace the Contracting Officer during the performance and administration of this contract, nor does it relinquish or diminish the Contractor's requirements in relation to the performance of this Contract.

Placing Orders for Services – The COR is designated by the Contracting Officer as the only authorized point of contact for communicating Task and Requirement related details to the Contractor’s Representative. The Contractor will only be required to fulfil Tasks and Requirements, and the COR will be authorized to proceed to communicate with the Contractor on Tasks and Requirements, upon receipt of a funded Task Order which has been signed by a VA warranted Contracting Officer from the Administrative Contracting Office identified on page 1 of this contract. Performance of tasks must not exceed the dollar values and period of performance outlined in the Task Order, or its respective modifications. If service is requested outside the Task Order terms and conditions, the Contractor is to advise the COR of this, refuse to respond to the order request, and immediately follow up in writing with the Contracting Officer. Any billing resulting from unauthorized service will not be paid by the government. Within 48 hours of commencement of each Task and contract related service, the COR and the Contractor’s Representative must respectively provide written confirmation of such to the CO. The VA will strive to provide the Contractor a signed Task Order within 10 days of performance being required on Tasks. Refer to section in this PWS for Service Reports as well as the Ordering clauses in this contract.

Penalties for Unauthorized Commitments: CORs, or VA POCs, who violate their delegation are subject to penalties if the violation results in an Unauthorized Commitment. An Unauthorized Commitment is an agreement that is not binding solely because the Government representative who made it lacked the authority to enter into that agreement on behalf of the Government. (FAR 1.602-3(a)) Penalties for violations are outlined in VA Acquisition Regulation 801.690-7 and VA Handbook 7401.7. Examples of Unauthorized Commitments include but are not limited to: COR or other Program Office official directs contractor to deviate from the contract. A contractor mistakes a request from a COR (or VA POC) seeking information as an order, ships the item, the COR (or POC) does not realize it is an improper order and accepts the item rather than reject and return the item. COR (or VA POC) exceeds authority and authorizes work, additional time, money or any other type of extension on contract.

SAFETY AND COMPLIANCE: The Contractor must perform services in accordance with:

- 1) All federal, state and local laws, whether or not related to the performance of contract services.
- 2) Local, state and federal Occupational Safety and Health guidelines and legislation, to include Occupational Safety and Health Administration (OSHA);
- 3) Local, state and federal guidelines and legislation, as well as OKC VAHCS Directives and guidelines, relating to privacy protection laws

Medical Center Directives and Policies: Each VA Medical Center has directives and policies that are updated from time to time. The COR can provide more detailed information to the Contractor of these upon commencement of the contract and throughout the term of the contract, as needed. VA universal policies include parking, possession of weapons, cell phone use, and use of photography as well as smoking on VA property. Contractor’s must comply with posted rules and signs on federal property. Violations of such policies may result in individual fines or citation answerable in the United States (Federal) District Court.

QUALITY

Quality Control Plan (QCP) - Contractor will develop and maintain a quality program ensuring services are performed in accordance with commonly accepted commercial practices, and the requirements of this PWS. At a minimum, the contractor must develop Quality Control Procedures (QCP). Contractor must develop and implement Quality Control Procedures to identify, prevent, and ensure non-recurrence of defective services.

QCP - either a paper version or emailed version of the QCP must be provided to the COR and CO upon request. Contractor must be prepared to comply with requests as soon as:

- a) Within 30 days of contract award, and
- b) Within 30 days prior to a major change in the QCP by the Contractor.

Remedy or Rework - Rework or Remedy is defined as performing the Service again until the Purpose of this PWS is achieved in full. This involves less than Satisfactory Service by the Contractor and as noted by the COR. Rework or Remedy must occur within a reasonable time, but no more than 5 business days of the notice of the rework or remedy requirement from the COR and at no additional cost to the Government. In the event climate or weather conditions make

it unsuitable for Services, the entire service date will be re- scheduled to a date and time mutually agreeable to the Contractor and the COR. Postponement as a result of these circumstances will not reflect any penalties assessed to the Contractor or to the Government.

FEDERAL HOLIDAYS AND STANDARD BUSINESS HOURS - Standard Business Hours at the VA Medical Center are between 8:00am and 4:30pm Monday-Friday excluding Federal holidays, except by special alternate arrangement, coordinated and authorized by the COR.

The Federal Government observes the following days as holidays. Federal Holidays can be found at the OPM website. At time of writing, the information can be found at <https://www.opm.gov/policy-data-oversight/snow-dismissal-procedures/federal-holidays/>

The Federal Government observes the following days as holidays.

New Year's Day	January 1st *
Martin Luther King's Birthday	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th *
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11th *
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25th *

*Holidays that fall on Saturday are observed on the preceding Friday. Holidays that fall on Sunday are observed on the following Monday.

In addition to the days designated as holidays, the Government observes the following days:

- Any other day designated by Federal Statute
- Any other day designated by Executive Order

Any other day designated by the President of the United States to be a Federal holiday

DEFINITIONS

Acceptance Signature - VA employee who is authorized to sign-off on the Service Report

Authorization Signature - COR's signature; indicates COR accepts work status as stated in Service Report.

CO - Contracting Officer

Contractor Employees – has the same meaning as Contractor Personnel Contractor Personnel - has the same meaning as Contractor Employees

Contractor Personnel – are personnel and/or employees who shall be suitably knowledgeable in the field related to the services in this PWS in order to satisfactorily perform services in accordance with the PWS. The Contractor shall provide personnel experienced and qualified to perform the required services in accordance with industry practices and standards.

COR – Contracting Officer's Representative

OSHA – Occupational Safety and Health Administration

PWS – Any reference to PWS in this contract means “performance work statement” and is not to be confused P.W.S. which also known in industry to mean potable water system. This is a performance based service acquisition. Further details can be obtained in FAR Part 37.6.

Service Report - a documentation of the services rendered for each incidence of work performance under the terms and conditions of the contract.

Services – includes those identified in the Purpose of this PWS

SOW – for the purpose of this contract SOW has the same meaning as PWS, and refers to the PWS in this contract.

SR –Service Report

VA - Department of Veterans Affairs

VAHCS – VA Health Care System

VAMC – Veterans Affairs Medical Center

VA Mission Statement: “To fulfill President Lincoln's promise “To care for him who shall have borne the battle, and for his widow, and his orphan” by serving and honoring the men and women who are America’s Veterans.”

VHA - Veterans Health Administration