

Statement of Work
Replace/Upgrade Electrical Switchgear – Phase 3
Project #521-16-103

1.1 GENERAL INTENTION

- A. Contractor shall completely prepare site for building operations, including demolition and removal of existing structures, and furnish labor and materials and perform work for Replace/Upgrade Electrical Switchgear Phase 3, 521-16-103 as required by drawings and specifications.
- B. Visits to the site by Bidders may be made only by appointment with the Medical Center Engineering Officer.
- C. Offices of Toland Mizell Molnar, as Architect-Engineers, will render certain technical services during construction. Such services shall be considered as advisory to the Government and shall not be construed as expressing or implying a contractual act of the Government without affirmations by Contracting Officer or his duly authorized representative.
- D. Before placement and installation of work subject to tests by testing laboratory retained by Department of Veterans Affairs, the Contractor shall notify the COR in sufficient time to enable testing laboratory personnel to be present at the site in time for proper taking and testing of specimens and field inspection. Such prior notice shall be not less than three work days unless otherwise designated by the COR.
- E. All employees of general contractor and subcontractors shall comply with VA security management program and obtain permission of the VA police, be identified by project and employer, and restricted from unauthorized access.

1.2 STATEMENT OF BID ITEM(S)

- A. BID ITEM I (BASE BID), GENERAL CONSTRUCTION: Contractor is to furnish all labor, materials, equipment and supervision to Replace and Upgrade the Birmingham VA Medical Center Electrical Switchgear as per the contract drawings and specifications dated February 9, 2018 from Toland Mizell Molnar. The project is needed to replace and upgrade the existing electrical power distribution system throughout the facility.

It will include other engineering discipline work as well as indicated in the Contract drawings and specifications. This Project will require substantial amount of work after normal working hours and Contractor must include that cost in their Base Bid Item #1 Price.

Period of Performance: All construction work shall be completed within 545 calendar days.

BID ITEM II (DEDUCT ALTERNATE NO. 1), Provide all work described in Bid Item I except the following items:

1. Delete all work associated with drawing E214.

Period of Performance: All construction work shall be completed within 530 calendar days.

BID ITEM III (DEDUCT ALTERNATE NO. 2), Provide all work as described in Bid Item II, except the following items:

1. Deduct DEDUCT ALTERNATE NO. 1.
2. Delete all work associated with drawing E208.

Period of Performance: All construction work shall be completed within 500 calendar days.

BID ITEM IV (DEDUCT ALTERNATE NO. 3), Provide all work as described in Bid Item III, except the following items:

1. Deduct DEDUCT ALTERNATE NO. 1.
2. Deduct DEDUCT ALTERNATE NO. 2.
3. Delete all work associated with Transformers 5A & 5N (only) as shown on drawing E209.

Period of Performance: All construction work shall be completed within 480 calendar days.

BID ITEM V (DEDUCT ALTERNATE NO. 4), Provide all work as described in Bid Item IV, except the following items:

1. Deduct DEDUCT ALTERNATE NO. 1.
2. Deduct DEDUCT ALTERNATE NO. 2.

3. Deduct DEDUCT ALTERNATE NO. 3.

4. Delete all work associated with drawing E210.

Period of Performance: All construction work shall be completed within 460 calendar days.

1.3 SECURITY REQUIREMENTS

A. Security Procedures:

1. Vendor's employees shall not enter the project site without appropriate badge. They may also be subject to inspection of their personal effects when entering or leaving the project site.

2. No photography of VA premises is allowed without written permission of the Contracting Officer.

3. VA reserves the right to close down or shut down the project site and order Vendor's employees off the premises in the event of a national emergency. The Vendor may return to the site only with the written approval of the Contracting Officer.

4. The Certification & Accreditation requirements of VA Handbook 6500.3 do not apply and a Security Accreditation Package is not required.

1.4 OPERATIONS AND STORAGE AREAS

A. The Vendor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Vendor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Vendor's performance. In general, there is no storage space available for the Vendor's use. The Vendor should plan to remove all equipment, tools, and materials on a daily basis.

1.5 INFECTION PREVENTION MEASURES

A. Implement the requirements of VAMC's Infection Control Risk Assessment (ICRA) team. ICRA Group may monitor dust in the vicinity of the installation work and require the Vendor to take corrective action immediately if the safe levels are exceeded.

B. In general, following preventive measures shall be adopted during installation to keep down dust and prevent mold.

1. Dampen debris to keep down dust and provide temporary installation partitions in existing structures where directed by Resident Engineer. Blank-off ducts and diffusers to prevent circulation of dust into occupied areas during installation.

2. Do not perform dust producing tasks within occupied areas without the approval of the Resident Engineer. For installation in any areas that will remain jointly occupied by the medical Center and Vendor's workers, the Vendor shall:

a. Provide dust proof temporary barriers to completely separate installation from the operational areas of the hospital in order to contain dirt debris and dust. Barriers shall be sealed and made presentable on hospital occupied side.

b. Adhesive Walk-off/Carpet Walk-off Mats, minimum 600mm x 900mm (24" x 36"), shall be used at all interior transitions from the installation area to occupied medical center area. These mats shall be changed as often as required to maintain clean work areas directly outside installation area at all times.

c. Vacuum and wet mop all transition areas from installation to the occupied medical center at the end of each workday. Vacuum shall utilize HEPA filtration. Maintain surrounding area frequently. Remove debris as they are created. Transport these outside the installation area in containers with tightly fitting lids.

d. At completion, remove barriers and ceiling protection carefully, outside of normal work hours. Vacuum and clean all surfaces free of dust after the removal.

C. Final Cleanup:

1. Upon completion of installation, remove all debris.

2. Perform HEPA vacuum cleaning of all surfaces in the installation area. This includes walls, ceilings, cabinets, furniture (built-in or free standing), partitions, flooring, etc.

1.6 INSTRUCTIONS

A. Vendor shall furnish Maintenance and Operating manuals and verbal instructions when required by the various sections of the specifications and as hereinafter specified.

1.7 RECORDS MANAGEMENT

A. 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.

B. 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.

C. 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.

D. Birmingham 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 Birmingham 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 Birmingham VAMC. The agency must report promptly to NARA in accordance with 36 CFR 1230.

E. 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. 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 Birmingham 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. Destruction of records is EXPRESSLY PROHIBITED unless in accordance with Paragraph D.

F. 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 Birmingham VAMC guidance for protecting sensitive, proprietary information, classified, and controlled unclassified information.

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

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

I. 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.

J. The Birmingham 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 Birmingham 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.

K. Training. All Contractor employees assigned to this contract who create, work with, or otherwise handle records are required to take Birmingham VAMC-provided records management training. The Contractor is responsible for confirming training has been completed according to agency policies, including initial training and any annual or refresher training.

END