

**STATEMENT OF WORK
ENVIRONMENTAL VALIDATION OF ENGINEERING CONTROLS
FOR
PREVENTION OF LEGIONELLA GROWTH**

1. OVERVIEW

- 1.1. Contractor shall provide all necessary sample containers, collection services and laboratory analysis for Legionella at the Martinez Center for Rehabilitation & Extended Care (Building 20) also at the Sacramento Medical Center, Buildings 700 and 726.
- 1.2. Samples shall be collected during each quarter of the Federal fiscal year and in accordance with VHA Directive 1061 "PREVENTION OF HEALTHCARE-ASSOCIATED LEGIONELLA DISEASE AND SCALD INJURY FROM POTABLE WATER DISTRIBUTION SYSTEMS".

2. SAMPLE COLLECTION

- 2.1. Contractor shall collect 10 samples from the hot water distribution system and 10 samples from the cold-water system at distal points in each building during each quarter. A total of 60 samples per quarter shall be collected for a yearly total of 240 samples.
- 2.2. The Contracting Officer's Representative (COR) shall indicate to the Contractor where the samples are to be taken.
- 2.3. At the time that each sample is taken, the water temperature, pH, and level of residual biocide shall be recorded.
- 2.4. Samples shall be collected, stored, and shipped to the analytical laboratory under a chain of custody and in accordance with the conditions specified by the analytical laboratory.

3. LABORATORY ANALYSIS OF SAMPLES

- 3.1. Laboratories that process the water samples must be certified by the Centers for Disease Control and Prevention (CDC) Environmental Legionella Isolation Techniques Evaluation (ELITE) or the Public Health England (PHE) Legionella External Quality Assessment (EQA) scheme as proficient at performing the culture of Legionella from environmental samples. Proof of laboratory certification is required by way of the Contractor providing a copy of the applicable laboratory certification document.
- 3.2. The laboratory must be able to determine if Legionella detected in environmental samples is the species *Legionella pneumophila* serogroup 1.

4. DELIVERABLES

- 4.1. A report shall be submitted following each testing event and analysis.
- 4.2. The report shall include test methodologies, test results, and the parameters listed in section 2.3 of this Scope of Work.

- 4.3. Reports shall be submitted to the COR prior to the end of each quarter of the Federal fiscal year.
- 4.4. If measurements or visual inspections detect any existing or potential problems, they shall be discussed with the COR before the Contractor leaves the site. In addition, if any of the laboratory results indicate concern, the COR shall be notified verbally as soon as the laboratory results are known.

5. RECORDS MANAGEMENT LANGUAGE

The following standard items relate to records generated in executing the contract and should be included in a typical Electronic Information Systems (EIS) procurement contract:

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 (Subcontractor) 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 Subcontractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

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