EHRM Training & Admin Space Support

G.V. (Sonny) Montgomery Veterans Affairs Medical Center

Jackson, MS

Project No: 586-22-703

Statement of Work

1. General Requirements:

The Contractor shall provide all labor, materials, supplies, parts, equipment, to renovate Building 5, 4th floor for training and admin space at the Jackson VA Medical Center. The scope is defined in the VA provided plans along with spec and SOW.

2. Background:

The EHRM program office has requested that Cerner training and command center space be provided on site to support EHRM deployment to the Jackson VAMC. The Research Department's fourth floor has been identified as an opportunity to fulfill this need.

3. Specifications:

The Contractor shall provide the following:

i. Labor and materials to install all components and materials.

ii. Work shall be scheduled with facilities management to minimize impact on the facility. After hours and weekend work may be required. Check-in COR or M&O Supervisor before going to the job site and doing any work.

iii. Have a valid hot work permit, posted doing welding, cutting, bracing, soldering metals and copper piping.

iv. Have a full and functional fire extinguisher available at the work area.

v. Clean the work area before leaving the premises.

4. Point of Contact:

The contractor shall provide a point of contact for the administration of the purchase order.

Name:

Title:

Telephone Number:

Email:

5. Quality Assurance:

The Contractor must be certified and licensed to perform the necessary work.

6. Safety Requirements:

The Contractor shall perform work in accordance with existing relevant, accredited standards and codes to minimize the possibility of injury to personnel, or damage to Government equipment. Every effort shall be made to safeguard human life and property.

7. Insurance Requirements:

The parties agree that the Contractor's personnel working on this purchase order shall not be considered VA employees for any purpose and shall be considered employees of the contractor. The Contractor shall be responsible for providing:

a. Workers Compensation.

b. Professional liability insurance.

c. Health examinations.

d. Income tax withholding.

e. Social Security payments.

8. Education/Training:

The contractor shall provide the following certification/documentation to the Contracting Officer Representative:

- Foreman: thirty (30) hours of OSHA training in Construction Safety and Current TB test results.
- Personnel: ten (10) hours OSHA training in Construction Safety and Current TB test results.
- Hold a hot work permit.

9. Changes:

The awarded Contractor is advised that only the Contracting Officer, acting within the scope of the contract has the authority to make changes which affect the contract in terms of quality, quantity, price or delivery.

In the event the Contractor effects any such change at the direction of any person other than the Contracting Officer, the change shall be considered to have been made without authority and no adjustment shall be made in the purchase order price to cover any increases.

10. Reporting:

For services to be performed during normal working hours, the contractor shall report upon arrival to the shall check in with the HVAC Supervisor or COR before performing any work and before proceeding to the job site. This check in is mandatory.

Weekly reports to be provided to the COR and all dailies due at completion of the project.

Warranty letter due at the completion of the project

11. Warranty:

Contractor shall provide a one (1) year warranty all equipment/services covered in this contract.

12. Conformance Standards:

Services shall be performed and equipment shall function in conformance with all VA safety standards, manufacturer's/industry standards, the latest published edition of NFPA-99, FDA, OSHA, JC, and other applicable national standards.

13. Smoking Policy:

Smoking is not permitted within or around the VA except in designated areas.

14. Badges and Parking:

a. All Contractor personnel are also required to wear Vendor ID Badges noting Contractor Name, Personal Name, and Photo of Contractor personnel.

b. It is the responsibility of the Contractor's personnel to park in the appropriate designated parking areas. Parking information is available from the individual VA Healthcare System Police Station. VA shall not validate or make reimbursement for parking violations of the Contractor's personnel under any circumstance.

15. Hours/National Holidays:

The contractor shall perform the services as specified herein Monday through Friday except for National Holidays.

16. General Scope:

a. Removing all existing lab services including special exhaust systems, electrical distribution systems, laboratory gas systems.

b. Provide new walls, finish flooring, and finish ceilings.

c. Provide new lighting, power and fire alarm systems.

d. Provide new plumbing fixtures.

e. Providing new HVAC units and systems specifically for the 4th floor.

f. See plans/spec for full project review.

17. Period of Performance

a. Contractor will have 365 days to complete the scope of work. Period of performance starts from the date on the Notice to Proceed.

18. Records Management

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. G.V. Sonny Montgomery VAMC (GVSMVAMC) 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 [Agency] 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 [Agency]. 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. Contractor personnel shall sign VA Form 10-0708 "Employee Clearance from Indebtedness" before resigning or termination from Contractor working for GVSMVAMC and Facility Records Officer must sign form. A copy of completed signed VA Form 10-0708 (Contractor personnel and Facility Records Officer signatures) shall be place in each competency folder. When information, data, documentary material, records and/or equipment is no longer required, it shall be returned to [Agency] 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 [Agency] 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 GVSMVAMC policy.

8. The Contractor shall not create or maintain any records containing any non-public GVSMVAMC 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 GVSMVAMC 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 GVSMVAC 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 [Agency]-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. TMS (Talent Management System) course VA 10176: VA Privacy and Information Security Awareness and Rules of Behavior (WBT), VA 4192704: “Records Management for Everyone” [Note: To the extent an agency requires contractors to complete records management training, the agency must provide the training to the contractor.]

12. Flow-down of requirements to subcontractors:

a. 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.

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

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