Renovate SPS Spaces
Project # 534-24-102

109 Bee Street Charleston, SC 29401-5799

Statement of Work

A. Scope

The contractor will provide all supervision, labor, equipment, and materials needed to complete work for project 534-24-102, Renovate SPS Spaces per the provided drawings, specifications, and this statement of work. Work will consist of demolition and renovation of 3,859 GSF of SPS Rooms AA304 Temp SPS, AA305, AA305A, BB320 Breakout and Receiving, BB321 Bulk Storage and adjacent corridor COR3AA-3, and COR3AA-2 and address HVAC, other utility systems, and other deficiencies in the limits of work. As demonstrated in construction drawings and specifications, the renovation will include upgrade in sterile process capacity for three sterilizers and washers and a cart washer. Also, it will include SPS dedicated AHU-31 upgrade, installation of new RO tank on the roof, associated increase in size of steam and chill water distribution lines in the basement and mechanical rooms. Upfit of AHU-31 will require temporary HVAC to the facilities functional SPS which will remain unaffected and operational during this project.

1. Construction impact shall be minimized and mitigated in a way that limits disruption to the functioning of the Veterans Affairs Health Care System Ralph H. Johnson Main Facility (VAHCS).
2. Scheduling and coordination with the VAHCS will be critical and must be approved by Contracting Officer's Representative (COR) prior to work.

B. General Requirements

1. Employees of the contractor and sub-contractors shall always conduct themselves in a professional manner while on medical center property. The

contractor shall ensure all personnel working on this contract are aware of Medical Center policies pertaining to employee behavior and conduct.

2. Physical or verbal misconduct may be grounds for removing employees from Medical Center property, or grounds for arrest by the Veteran Affairs (VA) Police. Employees may be banned from VAHCS property as a result of inappropriate or illegal behavior. The contractor shall not be entitled to any compensation from the Government for any costs resulting from employee misconduct (including, but not limited to, delays in contract completion) and may be held liable for costs incurred by the Government because of employee misconduct.
3. Refer to Specification Section 01 00 00.1.5.F. Smoking and vaping is strictly prohibited on the entire VAMC campus.
4. Contract shall furnish maintenance and operating manuals and one compact disc (four hard copies and one electronic copy each) for each separate piece of equipment. Refer to Specification Sections 01 22 23 and 01 00 00.1.19 General Requirements for details.
5. Refer to Specification Section 01 00 00.1.6 for details on Operations and Storage Areas.
6. It is the contractor's responsibility to properly assess the working conditions and include in the bid any specialty equipment, training, additional time, personnel, or safety equipment to perform the work safely and in compliance with all applicable VAHCS, local, state, and federal regulations.

C. Hours of Work

1. Normal working hours are 0700 – 1700 Monday to Friday, except for Federal holidays. To reduce patient impact, some work may need to take place during after-hours (1700 – 0700) or during weekends.
2. All schedules and work hours shall be requested, coordinated, and approved through the COR.
3. SPS operates 24 hours a day with downtime on Sundays when only emergency surgeries can be expected.

D. Phasing

1. The contractor shall perform the work in each phase in the documented Phasing Plans sequence. All work in each phase must be completed prior to VA staff and patient occupancy of a phase and the start of work in a subsequent phase unless noted otherwise. A detailed narrative of each phase is included in Specification Section 01 00 00.1.6.F General Requirements.
2. Execute work so as to interfere as little as possible with normal functioning of Medical Center as a whole, including operations of utility services, fire protection systems and any existing equipment, and with work being done by others. Use of equipment and tools that transmit vibrations and noises through the building structure, are not permitted in buildings that are occupied, during construction, jointly by patients or medical personnel, and Contractor's personnel, except as permitted by the COR where required by limited working space.

E. Infection Control

1. Infection Control Requirements shall be followed in accordance with an Infection Control Risk Assessment (ICRA) Permit. It is expected that work inside the facility will require a Class IV permit. Dust, dirt, and debris shall be contained. Additional infection control requirements are in included in Specification Section 01 35 26 Safety Requirements.
2. Low/No Volatile Organic Compounds (VOC) materials are to be utilized. Refer to Specification Section 01 81 13, Sustainable Construction Requirements.
3. All ICRA barriers and/or plan of execution shall be in-place and approved by VAHCS Infection Control representative and COR prior to start of work.
4. Refer to Specification Section 01 35 26.1.11 for Personal Protective Equipment Requirements.

F. Security

VA Directive 0710: VA policy requires all personnel be subject to an appropriate background investigation (Special Agreement Check (SAC)) Check (SAC)) prior to permitting access to VA information system. Badging must be secured prior to any contractor beginning work on the premises. The Contractor will determine the type of badge required for their contractor(s) based on the following criteria:

1. If contractor requires escorted access to RHJVAMC for less than 15 days per year, they will require a Visitor Badge.
2. If contractor requires any other access other than 15 days per calendar year, they will require a PIV-I Badge.

Prior to receiving sponsorship for any badge, all contractors must complete Contractor Safety Training through the Safety Service as coordinated through the COR. Training occurs every other Wednesday at 9:00 am in the Engineering Conference Room (G206k). Procedures for acquiring the appropriate identification badge for a contractor are identified below.

1. Fill out fingerprint forms and have fingerprints done at the PIV Office. Contractors can walk-in to PIV Office Monday- Friday from 8:00 a.m. – 3:30 p.m. for fingerprints.
2. Complete background Investigation form.
3. Complete Contractor Safety Training.

G. Safety

Prior to commencing work, general contractor shall provide proof that an OSHA certified “competent person” (CP) in compliance with (29 CFR 1926.20(b)(2) will supervise all work under this contract and maintain a continual presence at the work site whenever the general or subcontractors are present. At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly

superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the CO and has authority to act for the Contractor. Assigned CP shall have completed the OSHA 30-hour construction safety training within the past five (5) years and all other construction workers shall have at least a 10-hour OSHA course. Refer to Specification Section 01 35 26 Safety Requirements for details.

H. Schedules

The VA requires a schedule be submitted no later than 45 calendar days of Notice to Proceed (NTP). The schedule shall be submitted in electronic PDF format using Microsoft Project or equivalent software. Work could be after normal business hours between 1700 and 0700. Any work that is to be performed outside those hours are to be clearly identified on the schedule and approved by the COR prior to commencement of work. Refer to Specifications Section 01 32 16.1.5 for Project Schedule Submittal Process.

The schedule will be updated weekly by the contractor. A summary of progress and comments on any deviations from the schedule will be included in the weekly contractor report. Weekly schedule updates will be uploaded into the document sharing program.

I. Parking/Laydown Area

The Contractor shall make arrangements for parking. At no time shall vehicles be parked on roadways, patient parking areas, the loading dock, etc. Coordinate use of the loading dock for loading/unloading material with the COR. Materials shall not be deposited on the loading dock for any length of time.

There is no guarantee for laydown of material. The VAHCS shall not provide an extensive area for storage of materials and laydown. Scheduling and coordination with the VAHCS will be critical. Materials may be staged provided that the materials are secured and inaccessible by VAHCS patients. Interim Life Safety Measure (ILSM) Permit may be required for staged materials due to increased combustible loading. It is the responsibility of the Contractor to ensure their materials remain secure.

J. Utility Shutdowns

If necessary, to interrupt utility services, the Contractor must coordinate and request a shutdown with the VAHCS prior to shutting down or interrupting any utility system. The Contractor shall provide a minimum of 14 calendar days of notice for a utility shutdown. The Contractor shall make every effort possible to reduce the amount and duration of impacts of utility shutdowns. Requests to shutdown utilities are dependent upon the VAHCS's ability to maintain normal operations. Should a request be denied due to clinical needs, the COR shall inform the contractor of alternate dates and times that meet the VAHCS's needs. The Contractor shall submit to the COR a plan that identifies all utilities required to be shut down, a coordination/ work plan (including

subcontractors), and provide documentation of all necessary pretests along with the submission of a shutdown request.

K. Site Investigation

All interested contractors will be invited to a pre-bid meeting. While not required, the contractor is strongly encouraged to attend the on-site pre-bid meeting. Access to the work areas and specific explanation of Statement of Work requirements will be discussed. However, no questions will be answered during the pre-bid meeting. All questions must be officially submitted through the Vendor Portal. No comments, actions, or discussion (verbal or otherwise) are to be considered direction or answers to any questions, nor will they be considered accurate or binding unless submitted and answered in writing through the CO as an official request for information (RFI). Contractor site investigation outside of the pre-bid meeting shall not be allowed.

L. Submittals

1. Shop Drawing/Product Data: Submit in accordance with Specification Section 01 33 23 Shop Drawings, Product Data, and Samples. Submit materials to be used in the project to the COR for approval prior to purchasing. VA review period is 15 working days for submittals and ten (10) working days for RFI's.
2. Sustainability Action Plan, Low Pollutant-Emitting Materials Tracking Spreadsheet, Construction Indoor Air Quality (IAQ) Management Plan: Within 30 days after the Preconstruction Meeting provide documentation complying with Specification Section 01 81 13 Sustainable Construction Requirements.

M. Construction Drawings and Specifications

The contractor shall provide the VA with two (2) approved, completed sets of as built/record drawings in the electronic version (scanned PDF) to the COR within 15 calendar days after each completed phase and after the acceptance of the project by the COR. Any deviation from the original plan must be approved prior to change and must be included in the as built/record drawings. See Specification Section 01 00 00 General Requirements for details.

N. Recycling Requirement

The VA requires all recyclable material be removed and recycled. The contractor is responsible for minimizing landfill waste. The contractor will provide a list to include weight of each type of material that is recycled. Removal of all recyclables and landfill waste is the responsibility of the contractor, refer to Specification Section 01 74 19 Construction Waste Management.

O. Period of Performance

Period of Performance is 360 calendar days from Notice to Proceed, to include material lead time. The Contractor will be required to attend a preconstruction meeting. An ILSM and ICRA will be discussed at the preconstruction meeting and the approved plans to be posted at the job site.

Contractor shall have an accepted schedule, accident prevention plan (APP), and contractor quality control (CQC) plan prior to start of work. Refer to Specification Section 01 45 00 Quality Control, Specification Section 01 35 25 Safety Requirements, and Specification Section 01 32 16.15 Project Schedules for details.

With respect to project schedule, the hospital operations shall take priority. Contractor may have to shift areas of work around to accommodate hospital operations. In the event the schedule is to be changed for any reason the contractor is responsible for notifying the COR within two (2) working days.

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 Department of Veterans Affairs records.
2. does not include personal materials.
3. applies to records created, received, or maintained by Contractors pursuant to their Department of Veterans Affairs contract.
4. may include deliverables and documentation associated with deliverables.

C. Requirements

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. RHJ HCS 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 RHJ VAHCS 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 RHJ VAHCS. 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 this SOW. 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 RHJ VAHCS 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 (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 RHJ VAHCS 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 RHJ VAHCS policy.

8. The Contractor shall not create or maintain any records containing any non-public RHJ VAHCS 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 RHJ VAHCS 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 RHJ VAHCS 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 RHJ VAHCS-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.

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, 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.