

B.3 STATEMENT OF WORK

- (a) **SCOPE OF WORK:** The Contractor shall furnish all qualified personnel, labor, supplies, materials, parts, tools, equipment, transportation, shipping, supervision and other non-personal services necessary to perform preventive maintenance and cleaning services for catwalks and beams as defined in this Statement of Work (SOW). All work to be performed by the Contractor shall be in accordance with current applicable Air Pollution Control District (APCD), Environmental Protection Agency (EPA) and OSHA codes, requirements and recommendations.

The Contractor shall inspect and maintain all catwalks for optimal condition and to ensure that the area is in conformance with Occupational Safety and Health Administration (OSHA), Department of Transportation (DOT), National Institute for Occupational Safety and Health (NIOSH) and manufacturers' specifications. The Contractor shall maintain all beams in the interstitials along the catwalks including disposal of ACM and non-ACM materials, seal penetration and ceiling tiles replacement from asbestos containing areas to the adjacent areas, removal and abatement of Vinyl Asbestos Tile (VAT), asbestos containing mastic as well as carpet attached.

- (b) **TYPE OF CONTRACT:** The Government intends to issue a firm-fixed price, single award Indefinite Delivery Indefinite Quantity (IDIQ) contract in accordance with FAR Part 13.5.
- (c) **PERIOD OF PERFORMANCE:** The contract shall cover services for a base period of one (1) year with option to exercise a one-year option period.
- (d) **PLACE OF PERFORMANCE:** The work to be performed shall be accomplished at the Government facility located at the address specified below:

VA San Diego Healthcare System (VASDHS)
3350 La Jolla Village Drive
San Diego, CA 92161

(e) **SPECIFIC REQUIREMENTS:**

1. Preventive Maintenance and Cleaning Services

- (i) The Contractor shall conduct methodical exam of all beams in the interstitials along the catwalks on a monthly basis.
- (ii) The Contractor shall ensure cleanliness of the catwalks by performing HEPA-vacuum on a monthly basis, wet wipe catwalks and repair encasement as needed to keep the catwalk system in clean condition.
- (iii) The Contractor shall also wet wipe the P-3 service elevator twice per week.
- (iv) The Contractor shall remove all Asbestos Containing Materials (ACM) and non-ACM from the catwalks system and three feet from along the catwalks on a weekly basis or as often as necessary. Used coveralls shall also be removed by the Contractor from the interstitials spaces. Removal of all ACM and non-ACM shall be disposed by

the Contractor at the designated location in Bldg. 16 where all these type of materials are collected.

2. **Seal Penetrations:** The Contractor shall seal all horizontal and vertical penetrations from asbestos containing areas to the adjacent areas as necessary.
3. **Ceiling Tiles Replacement:** The Contractor shall replace Government furnished ceiling tiles as required from asbestos containing areas to the adjacent areas.
4. **Removal and Abatement of Asbestos:** The Contractor shall remove the following materials as listed below. Removal of all materials specified in this sub-section shall not exceed 9,000 square feet per period of performance.
 - (i) Vinyl Asbestos Tiles (VAT)
 - (ii) Asbestos containing mastic
 - (iii) Carpet attached to VAT and asbestos containing mastic

All work shall be performed in accordance with the current state and federal regulations governing asbestos laden materials.

5. **Emergency On-Call Services:** The Contractor shall provide emergency on-call services within the scope of the contract as directed by the Contracting Officer (CO) or COR on as needed basis only. The Contractor shall respond and arrive on-site within two (2) hours after notification of service request. The emergency on-call service shall be a fixed rate per call and shall only apply after the normal hours of operation specified in Section B.3(i). The pricing rates in effect as established in Section B.2 shall be used for services to be provided as a result of the emergency call.

(f) REPORTING REQUIREMENTS:

1. Prior to commencement of work to be performed, the Contractor shall sign in and out with the COR or his/her designee upon entering and departing the participating VA medical facility during normal hours of operation. If work is to be performed outside of normal working hours, the Contractor shall contact the Facility Plant Operator at telephone number (858) 642-3441.
2. The Contractor shall provide an electronic format report and a paper copy of the preventive maintenance and/or any emergency field services performed. These reports shall be submitted to the COR within two (2) business days after completion of service. The Contractor shall report all deficiencies and discrepancies including any recommendations to correct deficiencies beyond the scope of work.

(g) COMPLIANCE REQUIREMENTS:

1. The Contractor is solely responsible for meeting any current or future requirements approvals or certifications as may be levied by applicable legal, regulatory, accrediting body, governing body, and/or local/state/federal requirements as required by law. Due to continuous

regulatory changes in both federal and state laws, the contractor shall be in compliance of new regulations within thirty (30) calendar days of notification.

2. The Contractor shall comply with all applicable Federal, State, and local requirements regarding workers' health and safety. The requirements include, but are not limited to those found in Federal and State Occupational Safety and Health Act (OSHA) statutes and regulations, such as applicable provisions of Title 29, Code of Federal Regulations (CFR), Parts 1910 and 1926, NFPA 70E, Article 130.7 29 CFR 1910.132(d)(1)(iii), 29CFR1910.137.
3. Work performed in areas identified as containing asbestos materials, the Contractor shall comply with the public laws and statutes including all amendments in Federal, State, and local environmental statutes and regulations governing ACM, to include:
 - (i) 29 CFR 1926.1101 Asbestos Regulations for the Construction Industry
 - (ii) 29 CFR 1910.134 Respiratory Protection Standard
 - (iii) EPA, Asbestos Hazard Emergency Response Act (AHERA) protocols
 - (iv) Guidance for Controlling ACM in Buildings, EPA 560/5-85-024

(h) OTHER PERTINENT INFORMATION OR SPECIAL CONSIDERATIONS:

1. VASDHS is a Federal property. The Contractor shall coordinate with the Contracting Officer Representative (COR) or his/her designee for access of restricted spaces or any required support in the performance of the contract.
 2. The Contractor employees shall notify the COR or his/her designee before entering a designated permit required confined space so that appropriate precautions may be taken. The Contractor shall keep tools and materials under their control at all times. The Contractor shall coordinate work to be performed with the COR to ensure safety and least amount of disruption to daily operation of the facility.
 3. In the performance of the contract, Contractor shall take safety precautions as necessary while operating in construction area(s). The Contractor shall provide all necessary tools, equipment, labels, and Personal Protective Equipment (PPE) to perform the work in safe, effective and timely manner.
- (i) **NORMAL HOURS OF OPERATION:** The normal hours of operation is from Monday through Friday from 6:00 AM to 3:30 PM PST except on federal holidays or any holiday declared by the President of the United States as a national holiday. Immediately after contract award, the Contractor shall coordinate with the COR to establish a specific work schedule within the days and hours specified above.
- (j) **FEDERAL HOLIDAYS:** Any holiday pay that may be entitled to the Contractor's employees shall be the sole responsibility of the Contractor and shall **not** be billed to nor reimbursed by the Government.

New Year's Day
Martin Luther King's Birthday

January 1st
Third Monday in January

President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

Third Monday in February
Last Monday in May
July 4th
First Monday in September
Second Monday in October
November 11th
Fourth Thursday in November
December 25th

When a holiday falls on a Sunday, the following Monday will be observed as a legal holiday. When a holiday falls on a Saturday, the preceding Friday is observed as a legal holiday by U.S. Government agencies. Also included, would be any other day specifically declared by the President of the United States of America to be a National Holiday.

(k) ORDERING PROCEDURES: The IDIQ contract shall not obligate any funds. Any services to be furnished by the Contractor shall be ordered by issuance of task orders against the contract authorized only by the Contracting Officer. Each task order shall be funded and identify the contract line item number (CLIN) and period of performance required.

(l) CHANGES:

1. The Government may require increasing the quantity of any of the CLIN, except for preventive maintenance, identified in Section B.2. This change may continue at the same rate in effect or as a separately priced line item. The CO may make changes only by issuance of a bilateral modification of the IDIQ contract using the authority FAR 52.212-4(c) – Changes Clause and shall not exceed \$100,000.00 price increase per period of performance.
2. The Contractor is advised that **only** the Contracting Officer, acting within the scope of the contract has the authority to make changes which may affect the contract terms and conditions, quality, quantity, price, and/or delivery. It is highly encouraged and advised that the contractor contact the Contracting Officer for approval in the event there are changes prior to proceeding. No other individual has the authority to make this binding changes and/or commitments.

In the event that the Contractor commits to such changes at the direction of any other person than the Contracting Officer, the changes shall be considered to have been made without proper authority and no adjustment shall be made in contract price to cover any increase in costs incurred as a result thereof.

B.4 SPECIAL CONTRACT REQUIREMENTS

1. **CONTRACTING OFFICER REPRESENTATIVE (COR):** A COR may/will be delegated for the facility to assist the Contracting Officer in the administration and monitoring of the resulting contract. A Delegation of Authority letter issued to the COR, a copy of which will be sent to the Contractor, states the responsibilities and limitations of the COR. The COR is not authorized to change any of the terms and conditions of the resulting order.
2. **IDENTIFICATION OF CONTRACTOR EMPLOYEES:**
 - (a) The parties agree that the Contractor personnel when the resulting contract will be performed shall not be considered VA employees for any purpose and shall be considered employees of the Contractor. All Contractor personnel assigned to the performance of the resulting contract shall wear a Contractor provided uniform that clearly identifies the individual as a Contractor.
 - (b) **Display of ID Badges:** Contractor personnel shall wear the ID badge at all times during contract performance at a Government site, including while attending Government meetings and conferences that may take place outside the Government facility. Unless otherwise specified in the contract, each Contractor employee shall wear the ID badge in a conspicuous place on the front of exterior clothing and above the waist except when safety or health reasons prohibit such placement. I.D. badge must have picture identification, name of the individual and the represented company depicted on it.
 - (c) **Contractor's Personnel:** The Contractor shall provide a representative who shall be responsible for routine liaison in the performance and administration of the resulting contract. In addition, the representative shall act as the primary point of contact (POC) between the Contracting Officer and the Contractor. The representative shall have full authority to act on behalf of the Contractor on all matters relating to daily operations of contract performance. An alternate POC shall also be designated.

The Contractor shall provide the names and telephone numbers of the POC(s) on the space below:

| | |
|------------------------|--|
| Primary POC: | |
| Position Title: | |
| Telephone no.: | |
| Email Address: | |
| Alternate POC: | |
| Position Title: | |
| Telephone no.: | |
| Email Address: | |

- (d) Standards of Conduct:** The Contractor shall present a neat, well-groomed, professional appearance at all times. The Contractor personnel shall not wear sandals, flip-flop style footwear, or open toed shoes.

Alcohol/Drug use in the workplace will not be tolerated. Any Contractor/sub-contractor found to be under the influence of, consuming, or using alcohol or drugs while on duty will be subject to administrative action from the Contracting Officer, which may include contract termination.

The contractor shall ensure that all contractor personnel have met qualifying criteria, including health requirements and current and valid licenses and certifications. Ultimately, the decision to accept or reject Contractor personnel rests with the Contracting Officer. Non-acceptance of contract personnel does not relieve the Contractor from satisfying and fulfilling the contract requirements.

The Government reserves the right to refuse acceptance of Contractor personnel whose personal or professional conduct jeopardizes patient care or interferes with the operation of the facility. Breaches of conduct include intoxication or debilitation resulting from drug use, theft, patient abuse, dereliction or negligence in performing directed tasks, or other abuse, or other conduct resulting in formal complaints by patients or other staff members to designated Government Representatives. Standards for conduct shall mirror those prescribed by current Federal Personnel Regulations.

- (e) Physical Security:** The Contractor shall be responsible for repair or replacement of Government-owned items or facilities to previous condition, if the COR determines that the contractor is at fault. The Contractor shall report any damage observed or caused by the Contractor personnel to the COR.

- 3. ADMINISTRATION FUNCTIONS AND ATTENDANCE AT MEETINGS:** If and when requested by the Government, Contractor Personnel shall perform services to include, but not limited to, attendance and participation in meetings, professional staff conferences, other appropriate professional activities, assist with performance improvement activities and interface with the VA Medical Office or designee.
- 4. ADP SECURITY RESPONSIBILITIES:** If the Contractor personnel have access to printed and electronic files containing sensitive information in the performance of official duties, all information or data must be protected under the provisions of the Privacy Act of 1974 and other applicable laws, federal regulations, VA statutes and policies. Contractor personnel are responsible for 1) protecting the data from unauthorized release or from loss, alteration, or unauthorized deletion and 2) following applicable regulations and instructions regarding access to computerized files, release of access codes, etc., as set out in the computer access agreement and VA Policy Memorandums.
- 5. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:** Contractor shall take reasonable measures to ensure patient privacy and confidentiality. The Contract service providers herein agree to take all reasonable precautions to safeguard patient information from unauthorized access or modification, in both electronic and hard-copy formats. This includes not only electronic security measures such as “strong” user passwords on computer systems, but also

physical barriers to prevent unauthorized use of computer work stations; that hard copy patient files are in secured lockable areas, that files are in lockable cabinets, that the cabinets can in fact be locked, i.e. keys are available and the locking mechanisms work properly. This precaution also includes the proper transfer of patient information via electronic means, such as faxing or system to system transmission.

Contractor shall ensure that no patient information of any type shall be given to outside parties, agencies or organizations of any type without the expressed written consent of the patient and obtained through the VA and only in capacities directly related to the provision of the services contracted for, and that only the minimum necessary patient information is used to provide appropriate service to the correct patient.

That the Contractor understands that all parties are bound by the conditions of the “Health Insurance Portability and Accountability Act of 1996” which provides guidance on the protection of patient privacy and confidentiality. This act mandates that all government agencies and those bodies with whom they contract must be in compliance with the directive of the Act. Details or the Act are still under development by the Congress of the United States. Should additional requirements be set by Congress, a duly executed modification will be executed by the Contracting Officer.

6. CONTRACTOR SECURITY REQUIREMENTS:

- (a) The Office of Security and Law Enforcement provides Department-wide policy on the assignment of appropriate position sensitivity designations associated with Department of Veterans Affairs (VA) positions involving national security and public trust responsibilities, and on the level of background investigations required for applicants for, and incumbents of, those positions.

IAW VA 0710 Handbook, appointees and contract personnel appointed to Low/Moderate/High Risk positions must be subjects of a background investigation conducted by OPM and receive a favorable adjudication from the VA Office of Security and Law Enforcement to ensure compliance with such policy. If such investigation has not been completed prior to contract commencement, the Contractor shall be responsible for the actions of those individuals performing under the contract.

Should the contract require Contractor’s personnel to maintain U.S. citizenship, the Contractor shall be responsible for compliance. Regardless of U.S. citizenship requirements, Contractor’s personnel are required to read, write, speak, and understand the English language, unless otherwise specified herein or agreed to by the Government.

The cost for such investigations shall be borne by the Contractor, either in advance or as reimbursement to the Government. The level of sensitivity shall be determined by the Government on the basis of the type of access required. The level of sensitivity will determine the depth of the investigation and the cost thereof. At this time, the current estimated costs for such investigations are as follows:

| LEVEL OF SENSITIVITY | BACKGROUND INVESTIGATION LEVEL | APPROXIMATE COST |
|-----------------------------|---------------------------------------|-------------------------|
| SAC | Special Agreement Check (SAC) | \$66.00 |

| | | |
|---------------|--|------------|
| Low Risk | National Agency Check and Inquiries (NACI) | \$333.00 |
| Moderate Risk | Minimum Background Investigation (MBI) | \$1080.00 |
| High Risk | Background Investigation (BI) | \$3,425.00 |

The Contractor shall be required to furnish all applicable employee information required to conduct the investigation, such as, but not limited to, the name, address, and social security number of the Contractor's personnel. The VA will provide all the necessary instructions and guidance for submission of the documents required to conduct the background investigation. Background investigations shall not be required for contract personnel assigned to Low Risk/Non-sensitive positions for 180 days or less under a single contract or series of contracts. However, a Security Access Clearance (SAC) background screening will be required for appropriate preliminary checks IAW VA Directive 0710.

(b) Background Screening: In accordance with VHA Directive 0710 all Contractor personnel providing services under this resulting contract shall be subject to a background screening and must receive favorable adjudication from the VA prior to contract performance. The level of screening for this resulting contract is: **Special Agreement Check (SAC)**. Any employee whose background investigation yields unfavorable results shall be removed immediately from performance under this resulting contract. In the event the screening is not completed prior to contract performance, the Contractor shall be responsible for the actions of those individuals performing under the contract.

(c) Contractors, contract personnel, subcontractors, and subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and VA Directives and Handbooks as VA and VA personnel regarding VA information and information system security.

7. INSURANCE LIABILITY: Before commencing work under this contract, the CO will require the Contractor to furnish certification from his insurance company indicating that the coverage outlined in paragraphs 1, 2 and 3 has been obtained in accordance with FAR 28.307 and that it may not be changed or canceled without a guaranteed thirty (30) day notice to the CO.

(a) Workers' compensation and employer's liability. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers. (See [28.305\(c\)](#) for treatment of contracts subject to the Defense Base Act.)

(b) General liability.

- (i) The contracting officer shall require bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
- (ii) Property damage liability insurance shall be required only in special circumstances as determined by the agency.

- (c) *Automobile liability.* The contracting officer shall require automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

- 8. **SAFETY AND FIRE PREVENTION:** The Contractor shall perform electrical safety measurements on all equipment in use under this contract. The standards to be used are those of the National Fire Protection Agency code 99. A copy of these codes shall be provided by the VA Engineering Department upon request. These standards shall be strictly enforced. Any equipment not meeting the minimum standards shall be considered “Inoperable” until such time as it “Passes” the minimum standards. All equipment shall be subject to inspection by VA Engineering personnel to verify compliance with these standards.

In the performance of this resulting contract, the Contractor shall take such safety precautions as necessary to protect the lives and health of the occupants of the building. Fire and safety deficiencies, which exist and are part of the responsibility of the Contractor, shall be immediately corrected. If the Contractor fails or refuses to correct deficiencies promptly, the CO may issue an order stopping all, or any part, of the work. The Contractor shall comply with applicable Federal, State, and VA safety and fire regulations and codes, which are in effect during the performance period of the contract. The Contractor personnel shall follow applicable facility policies concerning fire/disaster programs.

9. OTHER REQUIREMENTS

- (a) **VA Policy:** Possession of weapons is prohibited. Enclosed containers, including tool kits, are subject to search. Violations of VA regulations may result in citations answerable in the United States (Federal) District Court.
- (b) **Parking Policy:** It is the responsibility of Contractor personnel to park only in designated parking areas. Parking information is available from the VA Police. The VA will not validate or make reimbursement for parking violations of the Contractor’s personnel under any circumstances.
- (c) **Smoking Policy:** Smoking is not permitted within or around the VA Healthcare System facilities, except in designated areas.