

Statement of Work
Security Services for San Jose Outpatient Clinic
VA Palo Alto Health Care System

Section 1: General Information

1.1 General: This is a non-personal services contract to provide security services for the San Jose Outpatient Clinic VA Palo Alto Health Care System (VAPAHCS). The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government. The contractor shall perform to the standards in this contract.

1.2 Background: The Department of Justice has determined that premises leased by the Department of Veterans Affairs (VA) for medical clinics are under the law enforcement jurisdiction of VA as that phrase is used in 38 U.S.C. Section 218. This determination rests upon the provision that VA is the leaseholder of the space coupled with possession and control of the space. Security and Law Enforcement Circular Letter 07-91-1 authorizes security services obtained by contract when VA police officer positions are unavailable. Contract security guards utilized by VA leased outpatient clinics shall exercise any local law enforcement authority vested in them within the limits of their licensing or special police commissioning by the State in which the clinic is located. This exercise of local law enforcement authority does not include authorization to bear firearms in VA leased space.

1.3 Period of Performance:

Base Year:	December 1, 2016 to November 30, 2017
Option Year #1:	December 1, 2017 to November 30, 2018

1.4 Place of Performance: San Jose Outpatient Clinic
80 Great Oaks Boulevard
San Jose, CA 95119

1.5 Hours of Operation: The contractor will provide **two** security guards that will be present during the hours of 7:30 A.M. to 7:30 P.M. at the San Jose location. Work will be Monday thru Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings

Two security guards must also be available for Special Events, Emergency Services, Call backs and Selected Saturday and Holidays.

1.6 Type of Contract: The government will award a Firm Fixed Price contract.

1.7 Invoicing: All invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests.

VA's Electronic Invoice Presentment and Payment System – The FSC uses a third-party contractor, Tungsten, to transition vendors from paper to electronic invoice submission. Please

go to this website: <http://www.tungsten-network.com/US/en/veterans-affairs/> to begin submitting electronic invoices, free of charge.

More information on the VA Financial Services Center is available at <http://www.fsc.va.gov/einvoice.asp>.

Vendor e-Invoice Set-Up Information:

Please contact Tungsten at the phone number or email address listed below to begin submitting your electronic invoices to the VA Financial Services Center for payment processing, free of charge. If you have question about the e-invoicing program or Tungsten, please contact the FSC at the phone number or email address listed below:

- Tungsten e-Invoice Setup Information: 1-877-489-6135
- Tungsten e-Invoice email: VA.Registration@Tungsten-Network.com
- FSC e-Invoice Contact Information: 1-877-353-9791
- FSC e-invoice email: vafscshd@va.gov

Section 2: Definitions & Acronyms

2.1 Definitions:

Contractor. A supplier or vendor awarded a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

Subcontractor. One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

Work Day. The number of hours per day the Contractor provides services in accordance with the contract.

Work Week. Monday through Friday, unless specified otherwise.

2.2 Acronyms:

CAO	Clinic Administrative Officer
CD	Clinic Director
CMO	Chief Medical Officer
CO	Contracting Officer
COR	Contracting Officer Representative
PPE	Personal Protective Equipment
RHA	Regular Hours of Assignment
SOP	Standard Operating Procedures
VA	Veterans Affairs

VAPAHCS
VHA

Veteran Affairs Palo Alto Health Care System
Veterans Health Administration

Section 3: Government Furnished Property, Equipment, and Services

The government will provide the security guard with a copy of the VA PAHCS Police SOP, and a guard office with the following:

- A. Desk - 1 each.
- B. Chair - 1 each.
- C. Telephone (single line)

Accountability for Government Property. All non-disposable property furnished by the Government under this contract will remain the property of the Government. Annually and upon termination of the contract, the Contractor shall conduct a joint inventory of all such property with the COR. Any property furnished by the Government to fulfill contracted requirements which is lost or damaged, resulting from improper use or negligence by the Contractor's employees, shall be repaired or replaced at the Contractor's expense, as directed by the COR.

Section 4: Contractor Furnished Items and Services

4.1 The Contractor shall furnish and maintain in acceptable condition, at no cost to contract guard employees, all items of uniform and equipment necessary to perform work required by this contract, as discussed in this section.

4.2 The security guards must have a cellular telephone and provide the phone number to the COR.

4.3 Uniforms. Standard of appearance shall conform to those prescribed in VAHB 0730. Any disputes regarding application of the standard shall be referred to the Contracting Officer. The uniform will be neat, clean, and well-pressed.

4.4 The color of the Contractor's guard force uniforms shall be in accordance with California State Law. All employees performing under this contract shall wear the same color and style of uniform. Appropriately styled feminine uniforms shall be worn by female members of the guard force.

4.5 Appropriately lettered badges, indicating the jurisdiction from which guard authority is obtained, shall be worn as part of the uniform (providing such authority is grantable under state and local laws). Shoulder patches lettered to indicate the identity of the Contractor shall be worn on the shoulder of the uniform jacket and shirt. Identification name-tags shall be worn over the right breast shirt pocket. No other identification of the Contractor or employee shall be worn or displayed on the uniform.

4.6 Approved uniforms and related accessories, listed below, do not have to be new but must be in good condition:

- A. Shirt, short sleeve
- B. Shirt, long sleeve (optional)
- C. Trouser, all season weight
- D. Necktie, Clip-on or Breakaway
- E. Jacket, winter, patrol type (Reefer style)
- F. Jacket, light weight
- G. Gloves (pair), color to match accessories
- H. Handcuffs
- I. Handcuffs case (fully enclosing)
- J. Key strap w/flap
- K. Flashlight
- L. Flashlight holder

4.7 Long sleeve shirts are optional. When wearing the long sleeve shirt, the necktie will also be worn.

4.8 Leather shoes (low quarter type) or police-style boots plain toe and standard heel. The color of the shoe shall match the color of leather equipment accessories. Shoes/boots will be of plain design, in good repair and shined to a luster.

4.9 The color of uniform accessories and equipment shall be in accordance with California State law.

**NOTE: NO GUARD MAY ENTER ON DUTY WITHOUT WEARING
THE PROPER UNIFORM INCLUDING ACCESSORIES.**

4.10 Each guard on duty shall be equipped with supplementary equipment including, but not limited to, notebooks, pens, pencils, replacement flashlight batteries and bulbs, and traffic control safety apparel (reflective vests, gloves, traffic batons, etc.), as appropriate to operations. Guards shall not be permitted to provide themselves with any unauthorized supplemental or personals such as concealed or unconcealed firearms, knives, "come alongs", or other such nonstandard items.

Section 5: Specific Tasks

5.1 Guard Services: Assignments will include the following:

- A. Entrance Control Post. Operate and enforce a system of personnel identification. Perform package inspection when directed to do so.
- B. Roving Patrols. Conduct patrols in accordance with established routes and schedules.
- C. Traffic Control. Direct vehicle and pedestrian traffic as required ensuring safety.
- D. Security and Fire Systems. Monitor and operate building fire alarm and intrusion detection systems and other protection devices or building equipment. Immediately report all alarm activations to VA PAHCS Police, (650) 858-3901.
- E. Building Rules and Regulations. Observe building occupants and visitors for compliance with posted rules and regulations.
- F. Lost and Found. Receive, receipt for, and store found articles pending disposition, using contractor furnished forms and methods.

- G. Law and order. Observe and report within the areas of assignment.
- H. Unauthorized Access. Discover and report anyone attempting to gain unauthorized access to the property.
- I. Hazardous Conditions. Immediately report potentially hazardous conditions and items in need of repair, including inoperative lights, leaky faucets, toilet stoppages, broken or slippery floor surfaces, etc., to the CAO. Take immediate action to prevent injury of patients or staff (use safety cones to block area and direct activity around the hazard, etc.)
- J. Flying the United States Flag. Fly the United States and POW flags as directed by the CAO. Immediately notify the COR when flags need to be replaced.
- K. Injury or Illness. Obtain professional assistance in accordance with procedures in the officer's Duty Book in the event of injury of illness to Government employees, Veterans, or others while in the building or on the grounds. Render First Aid and/or CPR in emergency situations and assist medical and law enforcement personnel as appropriate.
- L. Additional Duties. Turn off unnecessary lights, check safes, lock type repositories, and cabinets, close windows, open and secure doors and gates, etc.
- M. Reports and Records. Prepare required reports as required/directed. Maintain necessary records. As necessary, turn reports and records in to designated official. Submit a daily activity report to the COR (fax or email).
- N. Civil Disturbances. Perform such other functions as may be necessary in the event of situations or occurrences such as civil disturbances, attempts to commit espionage, sabotage, or other criminal acts adversely affecting the security and/or safety of the Government, its employees, property, and the general public, lawfully in buildings or on the grounds under the control of the Government.
- O. Emergencies. Respond to emergency situations and provide appropriate assistance. Immediately notify the COR, as appropriate, of action taken.

5.2 Safety Services and Miscellaneous Services

- A. The Contractor shall provide safety services for the San Jose Outpatient Clinic as directed by the Clinic Administrative Officer (CAO) or Clinic Director (CD) and approved by the COR.
- B. The Contractor shall provide monthly (live) testing of building Intrusion alarm, motion detector and panic/duress alarm system, and provide required documentation to CAO/CD and Chief of Police, or designated COR.
- C. The Contractor will participate in the safety orientation sessions for Out Patient Clinic (OPC) employees in accordance with requirements established by Chief of Police, and established policy procedures.
- D. The Contractor shall perform routine safety inspections of the OPC building and grounds, and conduct accident investigations and document findings to Chief of Police, or designated COR.

5.3 Additional Safety Duties

- A. The contractor shall monitor daily and test monthly all emergency exit signs. Document findings and inform CAO of defective exit signs.
- B. The contractor shall assist in conducting fire and disaster drills as directed by the CAO.

- C. When the designated VA employee is not available, the contractor shall accept sealed packages from delivery vendors and temporarily place in locked office, until next business day. Make an entry in a daily activity report documenting what time package was received, where it was placed and to whom the package was released.
- D. In the event of a serious incident, the contractor shall immediately notify the VA Palo Alto Health Care System Police (650) 858-3901 in accordance with VA PAHCS Police SOP, Notification Requirements During Serious Incidents.

5.4 Prior Approval Before Work: Contractor's personnel who are employed under this contract shall have been approved by the COR or his/her designee prior to beginning duties. Approval shall be based on meeting the qualification standards in the contract, plus other background information obtained regarding the individual which attests to his/her fitness for the required duty.

5.5 Special Events / Emergency Services/ Call backs, Selected Saturday and Holidays: Upon the request of the Contracting Officer's Representative (COR), the contractor shall provide Security Guard Services for special events, emergencies, call backs, selected Saturday and holiday during the year, whether scheduled or unscheduled. These events can be holidays or another days designated by the COR. These special events, emergency situations, call backs and selected Saturday and Holiday may require work after the normal work hours or an increase in personnel during normal work hours. In the event special event notification will be given to the contractor at least 6 hours in advance. The special event task will be on an as needed basis at the hourly labor rate agreed to and specified in the Price Schedule.

5.6 Reserve Personnel (Back-up Staff) Prior to commencement of work on this Contract, the Contractor is required to submit to the COR, the names and all necessary documentation of fully trained and qualified personnel who will be used in a reserve capacity (e.g. to replace guards on scheduled or non-scheduled sick leave or vacation, to respond to emergency service, or similar situations), for approval via email to the COR.

5.7 Limitation on Work Hours to be provided by Individual Employees: No employee of the contractor shall provide more than twelve (12) hours of service in any twenty-four (24) hour period unless the work periods are separated by an eight (8) hour non-duty period ("service" includes VA contract work and also any other employment). This limitation may be temporarily adjusted by the CO verbally in emergency situations which are beyond the control of the Contractor (i.e. weather conditions that prevent the next shift from getting to the building, civil disturbances, bombings, etc). A written confirmation of waiver must be obtained for each occurrence.

5.8 Supervision: Contractor shall provide access to supervisor level personnel during all authorized duty shifts. Each supervisor should have sufficient experience supervising commercial or industrial security guards.

5.9 Ongoing Communication: The contractor supervisor shall personally contact the COR during the first week of every month to review and discuss matters of mutual concern. Contact may be in person or by telephone.

5.10 Health and Physical Fitness Requirements:

- A. All employees assigned by the Contractor to work under this contract shall be physically able to perform all general patrol duties, functions, and activities; shall be free from any communicable disease; shall be well proportioned as to height and weight; shall be in good general health without physical defects or abnormalities which would interfere with the performance of these duties; shall possess binocular vision correctable to 20/30 (snellen); shall be free of color blindness, and be capable of hearing ordinary conversation at 15 feet with either ear without benefit of a hearing aid.
- B. All employees shall be literate in English to the extent of reading and understanding printed regulations, detailed written orders, training instructions and material, and shall be able to compose reports which convey complete information.
- C. Individuals shall have no established medical history or medical diagnosis or epilepsy or diabetes, or where such a condition exists, the individual shall provide medical evidence that the condition can be controlled with proper medication so that the individual will not lapse into a coma or unconscious state while performing assigned guard services duties.
- D. An individual who has been incapacitated due to serious illness, injury, disease, or operation, which could interfere with the effective performance of assigned guard services duties shall, prior to resumption of such duties, provide medical evidence of recovery and ability to perform such duties.
- E. Individuals shall have no established medical history or medical diagnosis of habitual alcoholism or drug addiction, or, where such a condition has existed, the individual shall provide certified documentation of having completed a rehabilitation program which would give a reasonable degree of confidence that the individual would be capable of performing assigned guard services duties.

5.11 Meal Periods: The Guard whose tour includes a non-paid lunch period shall be relieved from duties during such period, normally not to exceed 30 minutes, by certified personnel and shall not be required to remain within close proximity of his/her duty station.

The Guard normally may be granted a rest period not to exceed fifteen (15) minutes during each four (4) hours of continuous duty. Rest periods may not, under any circumstances, be continuations of the lunch period. Rest periods will not be granted at the beginning of the work-day or immediately prior to the end of a work day. Rest periods will also not be accumulated.

5.12 Work Scheduling Procedures: The Criteria for establishing work schedules and requirements for contract relief period and for starting and stopping work are contained herein:

- A. Work schedules for supervisors and guards shall be prepared by the Contractor on separate schedules and posted in work areas, at least one week in advance, at four week intervals. (For continuity and familiarity with requirements, the Contractor should have individual post(s) manned by the same guard(s) on a normal weekly basis, not to exceed a total of 40 hours per week. Low turnover in personnel is also desirable. Schedules shall be provided to the COR and the VA Police Chief, or designee. Changes to the schedules shall be posted in work areas in sufficient time prior to schedule change to assure that employees affected by a change in duty hours are properly notified.

- B. The removal or changing of guards from assigned post(s) must be approved by the COR or VA Police Chief or designee. (Unless an emergency situation exists).
- C. Guards may not leave their posts until properly relief arrives. When this occurs, it will be specifically noted.
- D. All guards and supervisors shall be in proper uniform and ready to begin work promptly at the start of their shift. The Supervisor is responsible for ensuring that guards meet uniform and appearance standards before being logged in for duty. Those who fail will be rejected for duty until they comply and will not be permitted to log-in for pay until such time as the Supervisor deems them fit. All personnel shall remain on the job in full uniform until the end of their full tour of duty. Discrepancies will be noted in duty log and reported by Contractor Supervisor to VA Police Chief or designee. Repeated incidents may be considered cause for permanent removal from performance under this contract.

5.13 Training

- A. To be eligible to perform under this contract, each contract guard shall meet California State requirements for guards.
- B. The Contractor shall provide the COR a recommended plan for training Guards and supervisors. The plan must list training and/or courses that will be required for employees and an approximate schedule for attendance. This plan will also include methods the Contractor will use to maintain continuity of contract guards and supervisors with a minimum turnover in personnel.
- C. The Contractor shall submit to the COR written certification (such as CPR certificates) that each guard has been trained in accordance with California State Law and the Contractor Training Plan.

5.15 Authority and Jurisdiction

- A. Contractor shall make and complete all arrangements with the San Jose Police Department and Santa Clara County Sheriff.
- B. Each guard must carry identification required by California State Law (Guard Card).
- C. Copies of guard licenses and permits required by California State Law will be furnished to the COR upon request.
- D. The Contractor's employee shall maintain a valid state security officer's certification during the term of his/her employment under the contract.

5.16 Supervision

- A. The Contractor shall provide the name(s), telephone number(s), and address(es) of the field supervisor, in writing, to the COR prior to performance under this contract. The field supervisor will have the authority to act for the Contractor on a day to day basis at the work site or vicinity.
- B. The Contractor shall provide the level of supervision to ensure that employees are properly performing all duties as specified in accordance with contract.
- C. The field supervisor shall assure that guard(s):
 - 1) Are in uniform and present a neat appearance.
 - 2) Maintain a continued state of proper training.
 - 3) Possess the necessary permits, authority, etc.
 - 4) Maintain continued liaison with the COR or designated alternate.

5.17 Special Contract Requirements

Recording Presence: Each contract security person must sign-in when reporting for duty and sign-out when leaving at the end of the shift. A Record of Time of Arrival and Departure, or other approved sign-in/sign-out form or call log shall be utilized as specified by COR. The sign-in and sign-out location will be designated by the COR who may accept recommendations offered by guard supervisors. Entries made for arrival and departure will be countersigned by an authorized representative of the Contractor. Changes/corrections in the log will also be initialed – NO erasures or deletions. Submit daily activity reports to the COR (fax or email).

Reporting Work Hours Provided: The Contractor shall submit to the COR, attached to the invoice, a legible report or form documenting the hours worked by each productive contract employee during the previous month. This report shall be certified by the Contractor as to its accuracy. The Contractor's on-site supervisor may submit and certify the report as being accurate if the Contractor has provided written authorization to do so. The report will be used by the Government to verify compliance with the man-hour requirements of the contract and will be the basis for verification and approval for invoice payment. Hours will be verified by COR.

Standards of Conduct: The Contractor shall be responsible and legally liable for employee performance and for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity. The Contractor is also responsible for ensuring that employees do not disturb papers on desks, open desk drawers or cabinets, use Government telephones, or access computerized internet, software or network except as authorized. Each guard is expected to adhere to standards of behavior that reflect credit on themselves, their employer, and the Federal government. Disciplinary actions, including removal actions, shall be the responsibility of the Contractor. VA Police Chief and Contracting Officer are to be kept apprised of actions and situations.

Removal From Duty: The Government may also require the Contractor to immediately remove any employee(s) from the work-site(s) should it be determined that individuals are being assigned to duty who have been disqualified for either suitability or security reasons, or who are found to be unfit for performing security duties during their tour(s) of duty. The Contractor shall comply and provide a replacement. Such a determination of unfitness may be made for the following types of incidents of misconduct or delinquency:

- 1) Violations of VA Rules and Regulations Governing Security, Law Enforcement, and Standards of Conduct on Veterans Affairs Property, 38 CFR 1.218.
- 2) Neglect of duty, including sleeping while on duty, unreasonable delays or failure to carry out assigned tasks, conducting personal affairs during official time, lack of or limited productive service and refusing to render assistance or cooperate in upholding the integrity of the security program at the work-site.
- 3) Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
- 4) Disorderly conduct, use of abusive or offensive language, quarreling, rude inappropriate comments, sexual harassment, intimidation by words or actions, or fighting. Also

participation in disruptive activities which interfere with the normal and efficient operations of the government.

- 5) Theft, vandalism, immoral conduct, or any other criminal act.
- 6) Selling, consuming or being under the influence of intoxicants, drugs, or substances which produce similar effects.
- 7) Involvement in commercial activities at any time while on Government controlled property (included soliciting sale, donation, etc., from employees, patients, or others).
- 8) Improper use of official authority or credentials.
- 9) Unauthorized use of communications equipment or Government property (includes unauthorized or personal use of internet, long distance telephone services or government computer network).
- 10) Possession or Misuse of weapons(s).
- 11) Violation of security procedures or regulations.

The Contracting Officer, in conjunction with COR will make all determinations regarding the removal of a person(s) from the work site(s). In the event of a dispute, the Contracting Officer will make final determination. Specific reasons for removal of an employee(s) will be provided in writing to the Contractor.

Control of Contract Personnel. The Contractor shall have the sole responsibility and prerogative of selection, assignment, transfer, management, and control of contract staff in performance of this contract. The VA does not hire individuals to perform under this contract and shall not hold “selection interviews” of any kind. However, all guards the Contractor proposes to assign are subject to the approval of the COR. The Contractor shall not employ any persons for work on this contract who are not fully qualified. Proof of qualifications shall be as required by California State Law for guard personnel. If persons are identified to the Contractor by the Contracting Officer as a potential threat to the health, safety, security, general well-being, or operational mission of the VA and its population, they shall be immediately removed from performance and may face legal charges. Quality oversight shall be provided by the COR.

Section 6: Attachments

Attachment #1	Minimum Contractor-Furnished Training
Attachment #2	Contractor Security Requirements
Attachment #3	Wage Determination 05-2061
Attachment #4	VA Handbook 0730
Attachment #5	Past Performance Survey