

STATEMENT OF WORK – WINDOW WASHING

A. GENERAL:

Furnish all labor, supervision, materials, and equipment necessary to accomplish complete interior and exterior window washing services as described herein, except VA-furnished space and utilities. In addition to these services, incidental-cleaning functions not specifically listed but normally included, as general practice within the glazing maintenance industry will be provided. In special sanitation and/or isolation situations, Contractor's personnel may be required to wear special protective clothing and shoe covers supplied by the medical facility. Such items are to remain the property of the VA and are not to be removed from the premises of the medical center. They will be received, worn, and turned in or disposed of as directed. All other safety or protective clothing or equipment shall be provided and maintained by the Contractor at the Contractor's own expense.

A site visit is recommended since some windows may require rappelling to be cleaned. The contractor will be required to replace any window units or fixtures damaged during accomplishment of contracted services.

The contractor is responsible to verify the size and quantity of windows for the buildings listed.

The individuals to be contacted for the coordination of work are:

Joseph Clancy (559) 228-5367 (Contracting Officer's Representative, COR)
John Danner (559) 801-1611

VA Central California Healthcare System (VACCHCS), Fresno, CA Medical Center campus consists of a main seven (7) story building with several two (2) story buildings. Buildings to be completed are: Building 1 (seven story) including the Out-Patient-Clinic (OPC) addition; Building 24(UCSF, two story), including the Skylights (7 total) in breezeway between building 24 and the Auditorium; Building 34(Mental Health 2, two story); Building 31(CLC); Building 25(Mental Health 1, two story), including glass skylight above entrance lobby; Building 27(Mental Health 4, two story); Building 3(Engineering); Boiler Plant (two story); Trailers.

B. PERIOD OF PERFORMANCE:

1. Normal Work Hours: The service schedule will be developed between the contractor and Contracting Officer's Representative (COR) prior to any service being performed. The Facility is available 7 days a week during day-light hours.
2. National Holidays:

The ten holidays observed by the Federal Government are: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day and any other day specifically declared by the President of the United States to be a national holiday

- C. SPECIFICATIONS:** The following applies to Annual and Semi-Annual cleaning of all exterior windows and skylights; Annual cleaning of interior windows and dry brushing of building ledge in front of windows.
1. Removing and cleaning screens.
 2. Cleaning windows (inside and out).
 3. Cleaning frames, sills, and sashes (inside and out).
 4. Dry brushing building ledge in front of window.
 5. All run-off from cleaning activities shall be rinsed thoroughly from the building and ground below.
 6. Replacing screens after cleaning – note some screens are screwed in and tools will be required to remove and replace them. VACCHCS will assist in removing any screens on 6 East.
 7. STANDARDS: All cleaning tasks shall be accomplished to meet the standards as described in Exhibit 1.
 8. Coverage: The Contractor shall provide service for the buildings listed in 'A' above. All references to building names are for information purposes only.
 9. Contractor agrees to cooperate in performing his services so as to interfere as little as possible with Medical Center operations as directed by the Environmental Management Service representative (COR).
 10. All outside sills to include areas between screens and windows are to be cleaned and left free from dirt, tar gum, waterproofing and other substances
 11. All screens are to be cleaned and left free from dirt, tar gum, waterproofing and other substances, replaced and securely fastened. Contractor shall be responsible for all damage caused to screen, windows, buildings, equipment and grounds by his/her operation.
 12. If there are screens or bird nets or bird spikes on the outside of any window, the contractor will remove the screen or net or spike set, clean the window and ledge, clean the screen and then reinstall the screen or net or spike set, unless they are specifically told not to replace the screen or net or spike set for a specific window.
 13. If there are items on the interior window sills (potted plants, photographs, etc.), the contractor will remove these items, clean the window and sill and then replace the items that were moved.

14. Contractor shall remove all excess water, splashing and washing compounds from sills, sashes, window frames and screens.
15. Contractor is responsible for repairing any cracked or broken concrete cause by their lifts or vehicles.
16. If any window or screen is lodged in such a manner that the contractor cannot free it, this will be reported immediately to the COR. COR will make arrangements to have window or screen dislodged. The contractor will clean the window.
17. If the contractor cannot re-lock a window or properly replace a screen, it must be reported to the COR before the end of the day.
18. No outside window and glass cleaning work shall be performed when weather conditions such as rain, high winds, etc., are such that they add to the hazards of the operation.
19. Squeegees, brushes, and other equipment used for cleaning windows above the first floor level shall be attached to the window cleaners' person or the window cleaning hoist either by a strong rope or chain. This is to prevent the articles from falling and injuring someone, or damaging property.

20. Use of Hoist

The hoist used by the contractor to clean any exterior glass will comply with OSHA and all applicable regulations. It is also thoroughly understood and agreed that:

- a) Contractors' supervisor must possess a 30 hour OSHA card and a designated competent person.
- b) All operators of the lift must have lift operators' training documented.
- c) Fall protection must be used at all times.
- d) The type and specific conditions of the hoist is suitable for use.
- e) Storage of the contractor's hoist and appurtenances will be allowed at designated areas only.
- f) The contractor accepts full responsibility for the operation and use of said hoist from any and all injuries and liability resulting from the use of same, and shall provide adequate insurance to cover any such injuries or liability.
- g) Contractor operates said hoist and its appurtenances in a safe and workmanship manner.
- h) Every precaution shall be taken in the setting up, rigging, and operation of said hoist and appurtenances to insure against injury to persons and/or damage to building.

21. **Method:** All bidders will submit an action plan describing the intended method for accomplishing this project (including but not limited to the type of equipment expected to be used and cleaning agents). All cleaning methods will be considered. Methods deemed to minimize potential moisture penetration of the building will be considered most favorable.

22. **Safety Data Sheets (SDS):** Prior to starting, Contractor must provide SDS for all chemical products used on site.
23. **Safety for Overhead Work:** Contractor shall close off area(s) and post signs indicating the area(s) are closed to pedestrian traffic when working over entrances, traveled walkways or any area where people might cross below workers. Signs should indicate work being conducted above. All equipment, apparatus or rope coils on the ground level shall be marked off with cones and signs warning pedestrian traffic. Contractor shall provide safety cones and signs.
24. A scaffold and fall protection assessment must be conducted, prior to awarding the bid. If a suspended scaffold is used, outrigger, tie-back, and counterweights must be used. Parapet clamps or cornice hooks are not permitted. Where there is danger of falling material, a debris net or barricade must be installed below the scaffold. Hazardous assessments will need to be conducted specifically in each window washing location that is adjacent to a construction worksite. Documentation must be provided for pre/post equipment inspections.
25. **Inside Work:** If any items are moved away from window by the contractor they shall be returned to original location. All water and cleaning solution drippings shall be thoroughly removed and wiped dry before returning items to their original location. Workers shall carry stepladders with them for washing inside of windows. Workers shall not stand on furniture or windowsills. Workers will give occupants every opportunity to clear window areas prior to washing.
26. **Patient Confidentiality:** The contractor shall ensure the confidentiality of all patient information being transported and will be held liable in the event of breach of confidentiality. The contractor shall comply with the provisions of the Federal Privacy Act of 1974 (Public Law 93-579), the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1972 (Public Law 93-282), and the Drug Abuse Office and Treatment Act of 1972 (Public Law 93-255), and any other statutes regarding confidentiality of patient information.
27. **Investigative Process for Contract Personnel:**
- a. For suitability and security eligibility determinations within VA, contract personnel will be subject to the same investigative requirements as those for regular VA appointees and employees. When appropriate, exemptions may be applied as described in VA Directive 0710, paragraph 2c, Exemptions. The Security and Investigations Center initiates and adjudicates background investigations of contract personnel for Low, Moderate, and High Risk position designations. Non-citizen contract personnel appointed to Low Risk or Non-sensitive positions will be subject to a NACLIC investigation, to be initiated by the Security and Investigations Center within 14 calendar days of appointment.
 - b. Contract personnel may be provided brief or one-time access to non-national security VA information in the performance of their contract requirements without requiring a background screening or investigation. All such contract personnel

will be escorted or overseen by a suitable VA employee designated by the facility or organization's ISO.

- c. A risk assessment will be conducted by the requesting office and reviewed by the Information Security Officer using Appendix A and Information Technology Risk Assessments to determine the level of access required for the performance of the contractor's work. This risk assessment will examine the need and urgency of the contractor's performance, balanced against the possible harm that could result from the loss, misuse, or unauthorized access to or modification of VA information; including the potential for harm or embarrassment to an individual who is the subject of the information. The Information Security Officer will then make a written determination as to the appropriate safeguards required to protect VA information. These safeguards can range from intermittent to continuing oversight by a suitable VA employee. Such a risk assessment will also ensure that consistent procedures are taken in the protection of VA information that is non-national security in nature.

28. HIPAA: The contractor will have to complete a standard Business Associate Agreement (BAA) in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) after award.

29. Damage: Any damage to windows, buildings, occupant's furniture, equipment or occupant work papers shall be reported immediately to the COR. Contractor shall notify COR of any existing deterioration in windowsills or frames.

30. The C&A requirements do not apply, and a Security Accreditation Package is not required.

31. Handling of VA Furniture/Equipment by Contractor Personnel: Any medical apparatus in use on or by a patient will not be moved or otherwise handled by the Contractor's personnel except when prior arrangements have been made. This provision is written to permit minor movement of apparatus to facilitate immediate local tasks. Transfer of patients within the ward or to other locations within the medical center is not within the scope of this provision. Contractor will move or remove and put back all furniture and window treatment as needed for the performance of this contract.

32. Conservation of Utilities: The Contractor shall instruct his personnel in utilities conservation practices. The Contractor shall be responsible for operating under conditions, which preclude the waste of utilities, which shall include but not necessarily be limited to:

- a. Lights shall be used only in areas where and at the time when work is actually being performed unless otherwise directed.
- b. Contractor's personnel will not adjust mechanical equipment controls for heating, ventilation and air conditioning systems.
- c. Water faucets or valves shall be turned off after use.

- d. VA telephones shall not be used for personal reasons or for any toll or long distance calls.

D. HOURS OF OPERATION: The VA Central California Healthcare System (VACCHCS), Fresno, CA operates 24 hours a day, 7 days a week. Window cleaning activities can be performed with prior coordination during day-light hours any day of the week.

E. SCHEDULING: All work must be scheduled through individuals identified in Section A of this Statement of Work.

1. **Work Start:** No work shall be performed prior to receipt of a written Purchase Order and the filing and approval of a Certificate of Insurance with the COR.
2. **Work Hours:** Coordinate the washing schedule with the COR or designee.
3. **Schedule Wash:** Utilize parameters outlined in Section D provide a work schedule at least one week prior to scheduled wash date. Confirm the scheduled wash date in writing.
4. **Reschedule Wash:** Rescheduled work must be done no later than one week after original scheduled washing date. Contractor shall notify the COR or designee at least 48 hours in advance of any changes to the washing schedule.
5. **Total Work Time:** Work for all buildings must be finished, to the satisfaction of the COR, no later than 3 weeks after the start date. This period may be extended at the sole discretion of the COR.
6. **Inclement Weather Schedule:** For periods of inclement weather. In cases of severe weather, the COR may authorize exceptions. When exceptions are granted, the contractor shall make up all missed areas within 24 hours after the severe weather has terminated, unless the COR authorizes additional time.

F. QUALITY ASSURANCE:

Task	ID	Indicator	Standard	Acceptable Quality Level	Method of Surveillance	Incentive
Window Washing	1	Windows cleaned inside and out.	Clean window to the standard described in Exhibit 1 of the Statement of Work.	Meets Standard on all accessible windows.	Direct Observation; Periodic inspection; Contractor's progress reports.	Acceptable rating.

Task	ID	Indicator	Standard	Acceptable Quality Level	Method of Surveillance	Incentive
	2	Timely Completion	A schedule that services the facility 100% over the course of a three week period.	100% Completion; unless delayed by weather or the convenience of the Government.	100% Inspection	Acceptable rating
	3	Disruption to Operations	Patient care activities are not impeded in any material way	Zero incidents of patient disruptions	Periodic Inspection; Customer Complaints	Acceptable rating
	4.	Special Sanitation and Isolation	Contractor employees comply with all Special Sanitation and Isolation PPE situations encountered.	100%	100% Inspection	Acceptable rating
	5.	Work area clean up	All run-off, debris, material and equipment are removed.	100%	Direct Observation	Acceptable rating.

A. METHODS OF QA SURVEILLANCE:

- a. Direct Observation. Attend and Observe work crew through facility.
- b. Periodic Inspection of external operations.
- c. Contractor's progress reports. Daily review of contractor's progress.
- d. 100% INSPECTION. Where 100% compliance is needed.
- e. Customer complaints. All customer reported complaints will be logged and validated.

B. RATINGS:

1. Excellent
2. Acceptable
3. Unacceptable

G. CONTRACTOR PERSONNEL BADGES AND PARKING:

1. The contractor shall provide the COR with a list of contractor employees expected to enter the buildings. While on VA premises, all contractor personnel shall comply with the rules, regulations, and procedures governing the conduct of personnel and the operation of the facility.

2. An access badge will be given to the contractor's employee upon entrance into VA buildings. The contractor employee must safeguard the access badge and immediately report any lost, stolen, or destroyed badges to the COR. All contractor personnel must properly display their access badges. Access badges must be worn at or above the waist (facing forward.). The contractor's employees must return the access badge(s) upon conclusion of their assignments.
3. The contractor shall be required to comply with all security policies/requirements of the VACCHCS Fresno, CA. All security policies/requirements must be met and employees cleared prior to the contractor performing work under this contract. Employees that cannot meet the security and clearance requirements shall not be allowed to perform work under this contract.
4. It is the responsibility of the contractor's personnel to park in the appropriate designated parking areas. Parking information shall be coordinated with the COR.
5. VACCHCS Fresno, CA does not validate or make reimbursement for parking violations of the contractor's personnel under any circumstance.

H. PERSONNEL PERFORMANCE AND SUPERVISION:

1. **Personnel:** Contractor shall have in their employ, or under their control, sufficient qualified and competent personnel to perform work promptly and in accordance with schedules, requirements and regulations.
2. **Supervision:** Contractor shall provide all supervision on site to coordinate and inspect work.
3. **Daily Check In/Out:** The on-site supervisor with notify the COR or his designee when they arrive on-site to begin scheduled work and when they conclude operations each day.
4. **Performance:** Contractor's personnel must be capable of performing at an effectiveness level in accordance with specifications and industry standards. All work shall be performed in a work-man-like manner and in accordance with all federal, state and local laws and codes. All workers shall be required to wash windows with minimum prompting or direction from VACCHCS staff.
5. **Substandard Work:** Contractor will correct or cause to have corrected any substandard work as requested by the COR.
6. **Prohibited Actions:** Contractor crews will be working on the ground of a smoke-free federal property. The contractor will be required to remove any worker who violates the non-smoking rules or any employee who reports to the job manifesting evidence of alcoholic beverages or illegal drug use.
7. **Reassignments:** The Contractor shall utilize on the Contract, only workers that are skilled in the tasks to which they are assigned. The VACCHCS retains the right to require the reassignment of an employee or employees as the VACCHCS may deem

necessary. Reasons for this request may be, but are not limited to: poor work performance, incompetence, carelessness, disruptive or otherwise objectionable behavior. The request is in no way a call for dismissal. It is just a request for the individual to be reassigned away from the VACCHCS facilities.

8. **Notification of Occupants:** Contractor's on-site supervisor or worker(s) should inform tenants 15 minutes prior to arriving at a floor, area or section that they are going to begin washing interior windows. Washing crews should give tenants every opportunity to clear windowsills or any other obstacles.
9. **Occupant Safety:** Work shall be done in such a manner so as to create a safe working and walking situation for occupants of the building. Work shall be done in a manner as to be of as little disruption to the occupants of the building. Work shall be done in a manner that does not compromise the security of the occupant.

I. PERSONAL HYGIENE AND CLOTHING:

In performance of this contract, contractor personnel shall be neat, clean, and well-groomed and shall otherwise exercise good personal hygiene. Appropriate and professional attire shall be worn at all times. Athletic and athletic-style garments (i.e., jogging suits, sweat suits, running shorts, tee-shirts other than Contractor uniforms) shall not be worn by contractor's employees.

J. SMOKING POLICY:

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

K. CELLULAR PHONES:

Cellular phones are not acceptable in all areas, as they may interfere with medical equipment. Contractor shall verify with the COR areas, where cellular phones cannot be used.

L. LANGUAGE AND SEXUAL HARASSMENT:

Contractors are expected to use appropriate language. Obscene language is not permitted and all individuals are expected to be courteous. This requirement includes any conversation that can be overheard on federal property. There is a zero tolerance for sexual harassment (implied, verbal, suggestive, or physical).

M. PERSONNEL QUALIFICATIONS:

All work shall be performed by "Fully Qualified" personnel to perform the tasks associated with the specified actions noted for window washing services. Contractor shall insure that any contractor personnel driving a contractor's vehicle on VA property hold a valid Driver's License, appropriate insurance coverage (automotive and worker's liability) and will be assumed to have no outstanding legal impediments.

The Government reserves the right to accept or reject Contractor's staff for the rendering of services. Complaints concerning Contract Personnel's performance or conduct shall be dealt

with by the Contractor or Contracting Officer's Representative with the final decision being made by the Contracting Officer.

N. PERSONNEL POLICY:

- a) The Contractor shall be responsible for protecting their personnel providing services under this contract. To carry out this responsibility, the Contractor shall provide the following for these personnel:
- b) The Contractor agrees to procure and maintain Workers Compensation and Employee's Public Liability Insurance in accordance with the laws of California.

O. Public Liability Insurance:

- a) The Contractor shall comply with all applicable Federal and State laws regarding liability for the injury or death of an employee in performing the work under this contract and shall hold the Government harmless against any or all loss, cost, damage, claim expense or liability for accident or injury to persons or property occurring in the performance of this contract.
- b) Before commencing work under this contract, the Contractor shall furnish an insurance certificate indicating coverage has been obtained and it may not be changed or canceled without a thirty (30) day notice to the Contracting Officer. The Contracting Officer may waive the requirement if he determines that insurance certifications now on file are acceptable, however, new certifications shall be furnished prior to the expiration date.
- c) The Contractor shall follow all existing local, state, federal laws/regulations relevant to fringe benefits and premium pay for their employees. Such personnel shall not be considered VA employees for any purpose.

P. OVERTIME AND HOLIDAYS:

Any overtime and/or 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.

Q. SELECTION CRITERIA

The following criteria will be used to select the successful vendor:

- a) See Method under Section C, Line 21.
- b) Verifiable previous experience with commercial accounts.

R. Interference to Normal Function: Contractor may be required to interrupt their work at any time so as not to interfere with the normal functioning of the facility, including utility services, fire protection systems, and passage of facility patients, personnel, equipment and carts.

S. In the event of an emergency, contractor services may be stopped and rescheduled at no additional cost to the government.

T. Contractor personnel shall inform the COR or the designee of the need to gain access to secured areas. If access is required to secure areas, prearranged scheduling will be made with COR or designee.

PERFORMANCE REQUIREMENT SUMMARY

EXHIBIT 1

<u>REQUIRED SERVICE</u>	<u>STANDARD</u>
Clean glazed surfaces outside including glazed inserts, frames, sills inside & out sashes, insect screens and storm windows.	Removal of all residual tar, gum, paint, water proofing compounds, dirt and soil of other substances which may be found. Screens and safety bars removed for cleaning replaced and securely fastened.
Removal of material and equipment.	Materials and equipment will be removed from the facility at the end of each workday. All empty containers, boxes etc., will be removed to a designated receptacle.
Safe preparation and use of materials and equipment.	Materials will be prepared according to manufactures recommendations. Equipment used for the purpose it was primarily designed for.
Warning signs and protective barriers.	Signs placed in all directions to warn others in the area of performing work when work could cause possible harm to those who are unaware of such work. Barriers placed to protect persons, property, equipment, etc..
Damage by Contractor to VA property, equipment, facilities, etc.	Work to be performed to preclude damage to or disfigurement of VA-owned furnishings, fixtures, equipment and architectural or building structures.
Repaired damage.	All damages caused by the Contractor's personnel repaired to previously existing condition.
Adherence to policies, procedures and mandatory directives, safety and fire regulations.	Contractor follow policies, procedures, and mandatory directives and safety and fire regulations.
Contractor's personnel wear appropriate clothing or uniforms and observe good personal hygiene.	All employees will wear clothing or uniforms, clean and free from body odor and in good repair. Employees are to be neat and clean.
Quality control program.	Contractor has a written program to assure that the requirements of this contract are provided as specified.
Approved materials, equipment, tools, and cleaning chemicals.	Equipment, tools, materials, and cleaning chemicals to be approved prior to their use under this contract, be properly marked and have MSDS on all cleaning chemicals.
Space, premises and utilities are conserved and protected.	Contractor to maintain the space assigned. Contractor to operate under conditions which preclude the waste of utilities.

REQUIRED SERVICE

STANDARD

Normal facility functions not interfered with.

Work of the Contractor to be coordinated to prevent conflicts with treatment of the patient and the functioning of the facility. No medical apparatus moved without prior approval.

Safe equipment use.

Proper use of belts, ropes, hoists, saddles, hardhats, goggles, masks, protective clothing, rigging, etc.

Project Manager / Supervisor

Assigned competent person to manage all aspects of the work and given appropriate authority.

Correction of noted cleaning deficiencies.

Re-clean where deficiencies have been identified; re-cleaning to take place within two workdays of identification of deficiency.