

Statement of Work
French Camp Grounds Maintenance Services
VA Palo Alto Health Care System

Section 1: General Information

1.1 General: This is a non-personal services contract to provide grounds maintenance services for the French Camp San Joaquin plot VF101-VF109 (approximately 52.27 acres) under the 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 Period of Performance:

Base Year:	June 1, 2017 to May 31, 2018
Option Year #1:	June 1, 2018 to May 31, 2019
Option Year #2:	June 1, 2019 to May 31, 2020
Option Year #3:	June 1, 2020 to May 31, 2021
Option Year #4:	June 1, 2021 to May 31, 2022

1.3 Place of Performance: Stockton CBOC (future construction)
7777 South Freedom Road
French Camp, CA 95231
(See attachment #2, reference VF101-VF109)

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

1.5 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.

Section 3: Government Furnished Property, Equipment, and Services

None

Section 4: Contractor Furnished Items and Services

The contractor shall supply all required labor, materials, tools, equipment, supplies and permits necessary to provide grounds maintenance under this contract.

Section 5: Specific Tasks

5.0 Maintenance of Landscape Areas

5.01 Unimproved Non-irrigated Grounds

- A. The Contractor shall maintain grass and vegetation on the unimproved grounds to a height not to exceed ten (10) inches, unless otherwise noted, to reduce the fire potential of the area. The method of maintenance will be determined by the Contractor.
- B. All weeds or native plant material shall be cut back or removed from within two (2) feet of any property-line fences or walls.
- C. Maintain paved walkways clear of debris, foliage, weeds, and grass
- D. The frequency is required a minimum of once a quarter of maintenance but will be determined by the Contractor and as directed by the Contracting Officer's Representative.

5.02 Use of Pesticides

- A. Contractor shall fully comply with all applicable laws and regulations, i.e. Occupational Safety and Health Act (OSHA), Title 29 code of Federal Regulations (CFR) 1910.20, Access to employee exposure and medical records; 29 CFR 1910.132, Personal Protective Equipment; 29 CFR 1910.134, Respiratory Protection; 29 CFR 1910.1200, Hazard Communications, and Environmental Protection Agency (EPA), Federal Insecticide, Fungicide and Rodenticide Act (FIFRA), involving pesticide use and other pest control procedures. All work shall also comply with applicable state and municipal

safety and health requirements. Where there is a conflict between applicable regulations, the most stringent will apply.

- B. As required by law, all Contractor personnel performing on-site pesticide application must be certified by the State of California.
- C. All pesticides used by the Contractor must be registered with the U.S. Environmental Protection Agency (EPA). Transport, handling and use of all pesticides shall be in strict accordance with the manufacturer's labels and all applicable Federal, state, and local law and regulations.
- D. Contractor shall furnish the Contracting Officer's Representative with copies of labels, and Material Safety Data Sheets (MSDS) for every pesticide potentially used for the maintenance of the landscape areas within 30 days of contract award.
- E. The Contractor shall not apply any pesticide product that has not been **approved in writing by the Contracting Officer's Representative.**
- F. Contractor shall not store any pesticide product on the premises listed herein.
- G. Contractor shall not formulate pesticides from concentrate on the premises listed herein without written approval by the Contracting Officer's Representative.
- H. Pesticide application shall be according to need and not by schedule. As a general rule, application of pesticide shall not occur unless visual inspections or monitoring devices indicate the presences of pests in the specific area. Preventive pesticide treatments of areas where surveillance indicates a potential insect infestation are acceptable on a case-by-case basis. Written approval must be granted by the Contracting Officer's Representative prior to any preventive pesticide application.
- I. When pesticide use is necessary, the Contractor shall employ the least hazardous material, most precise application technique and minimum quality of pesticide necessary to achieve control.
- J. When pesticides are applied to an area of ten (10) square feet or greater, the Contractor shall notify the Contracting Officer's Representative at a minimum of one week in advance of the application.

5.03 Restricted Pesticides

- A. Contractor must obtain written approval by the VA to apply a California Restricted Material on the premises listed herein. The use of California Restricted Materials must adhere to the permit program, rules and regulations of the California Department of Pesticide Regulation.
- B. The VA has banned the use of the herbicide 2, 4-Dichlorophenoxyacetic Acid (2, 4-D) on all Veterans Health Administration facility grounds, which include all premises listed herein.

5.1 Porter Services

5.11 Litter and Debris Control

- A. Contractor shall be responsible for removing all litter and debris on the property and paved walkways.
- B. The frequency of maintenance is required two to four times a month and will be coordinated by the Contractor and the Contracting Officer's Representative. Vendors should structure pricing to accommodate the variability of being as many as four times a month.

5.12 Paved Pedestrian Areas

- A. All pedestrian areas, including sidewalks, and walkways shall be kept clean and free from litter per the Contractor's schedule established for the work and approved by the Contracting Officer's Representative.

5.2 General Requirements

5.21 Laws and Regulations

- A. Contractor shall comply with all Federal, state and local standards and regulations, as well as Occupational Safety and Health Administration (OSHA) and Environmental Protection Agency (EPA) regulations, throughout the duration of the contract work.

5.22 Permits and Licenses

- A. The Contractor shall procure all permits and licenses, pay all charges and fees, give all notices necessary and incidental to the due and lawful prosecution of the provision of services.

5.23 Patents

- A. Contractor shall assume all responsibility arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the provision of services.

5.24 Work Hours and Schedule

- A. Normal working hours shall be scheduled between 6:30 AM and 4:00 PM, Monday through Friday, excluding Federal holidays: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veterans Day, Thanksgiving and Christmas Day. When a holiday falls on a Saturday, the preceding Friday is observed by the Government Agencies. The vendor needs to **submit a work schedule with their quote.**

5.25 Public Convenience and Safety

- A. If lane(s) closure is required for the contract work, the Contractor shall follow temporary traffic control procedures in conformance with OSHA requirements, and the Traffic Control Plan, as submitted to and accepted by the Contracting Officer's Representative. In no way shall compliance with these requirements and standards relieve the Contractor of any liability for claims or damages arising from Contractor's work.
 - i. All work associated with traffic control shall be considered to be the Contractor's sole expenses.
- B. Prior to the Contractor's work break, all landscape equipment and debris shall be removed from pedestrian pathways adjacent to their work area, to allow safe usage. Contractor may resume closure of pathway, if needed, when work continues after the break.

5.26 Chemicals

- A. Contractor shall maintain Material Safety Data sheets (MSDS) for all chemicals stored, and used on the premises listed herein. Chemical storage shall comply with all Federal safety regulations.

- B. Contractor shall provide to the Contracting Officer a copy of their license **with their quote** authorizing the contractor to apply chemicals to maintain a healthy, landscaped area.

5.27 Water Pollution Control Requirements

- A. Water pollution control is intended to provide prevention, control, and abatement of water pollution to storm drain systems, streams, waterways, ground water and other water bodies of water.
- B. The Contractor shall at all times observe and comply with, and shall cause all the Contractor's agents, employees, and subcontractors to observe and comply with all existing and future Federal, state, and local laws, ordinances, regulations, orders and decrees of bodies or tribunals having any jurisdiction or authority over the work.
- C. The Contractor shall exercise every reasonable precaution to protect storm drain systems, streams, lakes, reservoirs, bays and coastal waters from pollution with sediments, fuels, oils, bitumen, pesticides and other harmful materials, and shall conduct and schedule their operations so as to avoid or minimize muddying and sifting of said storm drain systems, streams, lakes, reservoirs, bays and coastal waters.
- D. The Contractor shall maintain a neat appearance to the work site. The Contractor shall not sweep construction and /or other materials into the storm drain system and shall prevent such materials from entering the storm drains. The Contractor is advised that disposal of dirt and/or other debris into the public storm drain system is prohibited under local municipal codes and the California Department of Fish & Game Code.
- E. In order to provide effective and continuous control of water pollution, the Contractor shall provide temporary water pollution control measures which may become necessary as a result of their operations. Temporary measures include, but not limited to, dikes, basins, ditches, tarps, and apply straw and seed. The Contractor shall provide proper storage and disposal of all materials used in their operations. If measures being taken by the Contractor are inadequate to control water pollution effectively, the Contracting Officer's Representative may direct the Contractor to revise their operations and water pollution control measures. No further work shall be performed until the water pollution control measures are adequate. The VA will not be liable to the Contractor for any delays to their work due to the Contractor's failure to provide adequate water pollution control measures.
- F. Any fines or penalties levied against the Contractor for violation of the above and related regulations are the sole responsibility of the Contractor.

5.28 Preservation of Property, Care and Protection

- A. Due care shall be exercised to avoid injury to existing improvements or facilities, adjacent property and real or personal property that is not to be removed.

5.29 Notice of Defect

- A. The Contractor shall be expected to perform maintenance of VA facilities, as specified, without notice or instructions from the Contracting Officer's Representative. However, in case of negligence on the part of the Contractor in performing specified work, the Contracting Officer's Representative shall notify the Contractor in writing regarding the problem or defect discovered and to perform the specified maintenance.

B. The Contractor shall be responsible to respond to said notice and to perform the specified maintenance within forty-eight (48) hours.

5.211 Worker Safety

A. Contractor shall observe applicable OSHA and Cal-OSHA requirements.

5.212 Identification

A. All personnel working at all service locations shall wear clothing, which clearly bears the Contractor's Company name.

B. All equipment used in performance of the work shall be clearly marked with the Contractor's name, insignia, or other identifying emblem. Such marking shall be provided at the Contractor's sole expense.

5.214 Supervision

A. It is the Contractor's responsibility to furnish proper supervision of the project consisting of one employee who oversees and coordinates the maintenance activities of each premises listed herein.

B. Work under this section may include, but not limited to:

- i. Keep daily maintenance records
- ii. Prepare monthly reports, landscape areas, pesticide reports, etc.
- iii. Provide field supervision and verifying daily assignments of the various maintenance activities
- iv. Report on visually obvious deficiencies of any kind to the Contracting Officer's Representative
- v. Coordinate the efforts of the different maintenance activities to obtain the maximum quality landscape appearance
- vi. Receive directions from the Contracting Officer's Representative and adjust schedules and the amount of various activities to be performed

5.215 Authorized Representatives

A. The Contracting Officer's Representative shall be supplied, at all times, with the names and telephone numbers of at least three (3) persons in charge of or responsible for the work who can be reached during the normal working hours.

5.216 Meetings / Inspections

A. The Contractor's representative shall be available once a month for in person meetings with the Contracting Officer's Representative to review the services performed, upcoming VA events that may impact maintenance or require services, coordination with other construction projects, schedules and other subjects related to the landscape maintenance and day porter services.

B. The Contractor's representative shall be available to attend the semi-annual site inspections conducted by Engineering Service. The Contracting Officer's Representative will give a 15 calendar day notice.

5.3 Reporting summary

5.31 Initial Reporting

A. Initial Inspection Reports for new project areas, as described previously in Initial Inspections and Reports

5.32 Monthly Reports

A. Summary of landscape maintenance activities performed for:

i. Maintenance of Landscape Areas, as described previously

ii. Day Porter Services, as described previously

B. Work schedule describing planned maintenance activities for the following month

C. Pesticide use report, as described previously Pest Control Recording and Reporting

5.4 Schedules

5.41 The grounds maintenance schedules (for each site) are considered the Contractor's efficient approach to the work, and shall not limit the Contractor to specific levels of staffing, means or methods. Changes necessary for achieving the contract performance work statement requirements shall be the responsibility of the Contractor. The initial grounds maintenance schedules for each site shall be submitted to the COR no later than 14 days prior to the contract start date. Any revisions will also be submitted to the COR.

Section 6: Attachments

Attachment #1: Stockton Site Map

Attachment #2: Wage Determination 15-5653 (Rev. -1)

Attachment #3: Past Performance Survey