

**PERFORMANCE WORK STATEMENT  
FOR  
ROUTINE HOUSEKEEPING SERVICES**

**1.INTRODUCTION/BACKGROUND:**

- 1.1.**The South Texas Veterans Health Care System (STVHCS) has a requirement for aseptic cleaning services at several locations within the San Antonio area. The Contractor shall have knowledge of and ability to perform these services in a medical setting. All labor, supplies and equipment shall be furnished by the contractor during contract performance.
- 1.2.**This is a Performance-based work statement (PWS). The requirements are stated in terms of desired results with associated quality standards. cleaning services shall be performed in a manner that will present a safe, clean, neat and professional appearance in all areas serviced and shall meet all The Joint Commission (TJC) standards, National Environmental Cleaning Standards, other regulatory agencies Healthcare Standards and facility requirements.

**2.OBJECTIVE:**

- 2.1.**The objective is to optimize facility cleanliness and safety in support of STVHCS's mission of providing quality healthcare in a safe, hygienic and aesthetically pleasing medical facility. The Contractor shall provide cleaning services that prioritize removal of all soiling, stains, marks, scuffs and other foreign material while also enhancing infection control by disinfecting all surfaces after initial deep cleaning. This includes sweeping, mopping, stripping, waxing, burnishing, steam cleaning, vacuuming and or shampooing and extraction of carpets, high/low dusting, cleaning restrooms, washing walls, cleaning grout, cleaning sinks, and removal of trash and general housekeeping duties in a hospital setting, as outlined in 11.1 Quality Control Monitoring.

**3.PERIOD OF PERFORMANCE:**

- 3.1.**The contractor shall begin the work required under this PWS within 30 days of contract award, unless otherwise directed by the Contracting Officer (CO). If the contractor proposes an earlier date, and the Government accepts the contractor's proposal, the contractor's proposed date shall prevail. The contractor is required to perform work on Federal holidays. Performance will be for a period of six months with two additional 3-month optional renewal periods.

**3.2.Hours of Operation:**

**3.2.1.**Seven (7) days a week, 7:30am – 12:00 midnight

- North Central Federal Clinic
- Frank Tejada
- Audie L. Murphy Hospital
- Villa Serena

**3.2.2.**Seven (7) days a week, 7:30am – 10:00pm

- The Fisher House

**3.3.Federal Holidays.** New Year's Day (January 1<sup>st</sup>), Martin Luther King Jr. Day (3<sup>rd</sup> Monday in January), President's Day (3<sup>rd</sup> Monday in February), Memorial Day (last Monday in May), Independence Day (July 4<sup>th</sup>), Labor Day (1<sup>st</sup> Monday in September), Columbus Day (2<sup>nd</sup> Monday in October), Veteran's Day (November 11<sup>th</sup>), Thanksgiving Day (4<sup>th</sup> Thursday in November and Christmas Day (December 25<sup>th</sup>).

#### **4.Type of Contract:** Firm Fixed Price

#### **5.MAJOR REQUIREMENTS:**

**5.1.Description of Service:** The contractor shall provide the managerial, onsite supervisory, administrative, direct and overhead personnel necessary to perform the work specified in the contract, including the provision of all labor, transportation, equipment, and materials to include but not limited to all cleaning supplies, chemicals and cleaning equipment (hepa filter vacuum cleaners, extractors, buffers, escalator cleaners, walk behind scrubbers/high speeds, etc.), housekeeping carts, except as specified herein as government furnished, to ensure that these cleaning and housekeeping services are performed at a healthcare level of aseptic cleanliness.

#### **6.BASIC CLEANING SERVICES:**

**6.1.**The contractor shall accomplish all cleaning tasks to meet the requirements of this PWS and the Services Delivery Summary. The facility's appearance must fully meet the sanitary and aesthetic requirements for beneficiary healthcare. This includes but not limited to exam rooms, bathrooms, staff break rooms, kitchenettes, breakrooms, lobbies, work rooms and offices. All cleaning and disinfection will be accomplished with the use of Environmental Protection Agency (EPA) approved hospital grade germicidal solutions.

**6.1.1.Floor Cleaning:** All floors, except carpeted areas, shall be swept, dust mopped, damp mopped, wet mopped, dry buffed, spray buffed or refinished as needed, to ensure they have a uniform, glossy appearance and free from dirt, debris, dust, scuff marks, heel marks, other stains and discoloration, and other foreign matter. Baseboards, corners, wall/floor edges, furniture, trash receptacles (inside and out), etc. shall also be clean. Chairs, trash receptacles, and other moveable items shall be moved to maintain floors underneath these items. All items moved shall be returned to their original and proper position.

**6.1.2.Floor cleaning:** Floor cleaning shall be performed in a way that ensures safety of facility staff and patients. Special precautions are taken to prevent any hazards to patients or staff from equipment used in corridors, waiting rooms and entrances. Stripping and/or refinishing shall be performed in all areas that require it to return the hard-surface floors to a clean state, free of buildup, dirt or black marks and with a gloss which is acceptable to the government.

**6.1.3.Sweep and Mop Floor:** After sweeping and mopping, the complete floor surface including all edges, corners, baseboards, under floor mats and main floor spaces, including grout, shall be free from litter, dirt, dust, debris, scuff marks and foreign matter. Grout on wall and floor tiles shall be free of dirt, scum, mildew, residue, etc. Floors shall have a uniform appearance without streaks, swirl marks, detergent residue, or any evidence of soil, stain, film, or standing water. Moveable items shall

be tilted or moved to sweep and damp mop underneath. Floors shall be stripped, scrubbed, refinished, etc., and as necessary to maintain Sanitary conditions and a clean, uniform appearance.

**6.1.4.Carpet Care:** Vacuum carpeted areas. After vacuuming, the carpeted area shall be free of all visible dirt, debris, litter, gum, spots, stains, soil, and other foreign matter. Spots shall be removed by carpet manufacturer's approved methods as soon as noticed. All tears, burns, and raveling shall be brought to the attention of the COR. Bonneting, shampooing and extracting of carpets shall be performed as needed to return the carpets to a clean state, free of soiled areas and acceptable to the government.

**6.1.5.Walk-Off Mats and Runners:** Vacuum all interior and exterior floor mats. Mats and runners free of all visible lint, litter, soil and other foreign matter. Soil and moisture underneath mats shall be removed and mats returned to their normal location.

**6.1.6.Ceiling and Light Fixtures:** Ceiling areas free from dust, cobwebs/spider webs and other debris. Clean exterior and interior of light fixture to ensure free of all soil, stains, dead insects, deposits, and cleaning chemical residues.

**6.1.7.Walls:** All wall surfaces, including cove bases, visibly clean, free of dust, grit, lint, soil, cobwebs, graffiti and marks caused by furniture, equipment or staff. Light switches, outlets, data points visibly clean, free of dust, dirt, tape, finger prints and other marks to include all fixtures and items attached to the walls.

**6.1.8.Doors:** Doors free of dust, marks, smudges, and graffiti. Door glass and side glass panels free of dust, smudges, tape, posters, streaks, and water spots on both sides. Metal push and kick plates, and door hardware present a clean appearance with a uniform luster. Door tracks and door jambs free of grit and other debris.

**6.1.9.Elevators:** Elevator doors shall be free of deposit stains, streaks, debris, spots, smudges, scale, and other obvious soil. Door tracks and door jambs free of grit and other debris. Elevator buttons and rails shall be disinfected. All metal surfaces have a uniform finish and shall be clean and free of spots and streaks.

**6.1.10.Stairwells:** Stairwells, risers, steps, rails, walls and ceilings shall be free of dirt, debris, dust, scuff marks, heel marks, other stains and discoloration, other foreign matter and obvious soil. All landings shall be clean and refinished as needed in order to restore them to a clean, high gloss appearance.

**6.1.11.Clean Interior Glass/Mirrors:** Clean all interior glass surfaces, partitions, display cases, directory boards, including all windows (atrium, tempered glass atrium railings, office, revolving glass doors, glass inserts etc.). Glass doors, such as at entrance foyers and in other areas shall be cleaned inside and out including all frames, tracks and ledges. When complete with glass surface cleaning, there shall be no traces of film/streaks, dirt, smudges, water, or other foreign matter.

**6.1.12.Curtains and Blinds:** Standard: Blinds, curtains, and shades, including the cords, tapes, and corniced housings shall be free of all dust, soil, lint, stains, and cobwebs. Blinds and coverings that are not operating properly are reported to the

COR for repair. If privacy curtains are soiled and need to be replaced, please communicate the room number to the COR and facility Environmental Management Services (EMS) staff will perform placement of the curtains.

**6.1.13.Drinking Water Fountains:** Clean and disinfect all porcelain, plastic and polished metal surfaces, including the drinking spout, orifices and drain, as well as exterior surfaces of fountain. Drinking fountains shall be free of deposit stains, streaks, mineral build-up, debris, spots, smudges, scale, and other obvious soil. All metal surfaces have a uniformly bright finish.

**6.1.14.Ice Machines:** Clean and disinfect all ice machine surfaces, including but not limited to ice dispenser, drain, as well as exterior surfaces. Shall be free of deposit stains, streaks, mineral build-up, debris, spots, smudges, scale, and other mineral build-ups. All metal surfaces have a uniformly bright finish. Sign off on any log sheets associated with this cleaning process.

**6.1.15.Surfaces/Spot Cleaning:** All horizontal and vertical surfaces from floor to ceiling (including but not limited to partitions, vents, corners, crevices, moldings, ledges, hand rails, grills, doors, door handles, door knobs, door frames, push bar, kick plates, light switches and covers, temperature controls, bedside phones, remotes, etc.), unless expressly exempted, shall be rendered free of dust, lint, smudges, streaks, spots, hand marks, oil, dirt, soil substances, encrustation, and any foreign matter and present a clean appearance upon completion of the deep clean. Cabinets and desks covered with papers, personal items, computers, and keyboards are exempted. All wheels, casters, bases (bottom) and frames of chairs and beds shall be free from dust and soil upon completion of the cleaning process.

**6.1.16.Furniture:** All furniture shall be free of dust, dirt, spillages, stains and spots. As part of the cleaning all furniture shall be moved as required except for furniture as listed in 6.1.15 above (Cabinets and desks covered in papers, personal items, computers and keyboards).

**6.1.17.Waste Removal:** All waste containers shall be emptied, cleaned, sanitized and returned to their proper location. Boxes, cans, and paper placed near a trash receptacle shall be removed. All plastic trash receptacle liners shall be replaced. The waste shall be collected by the Contractor and delivered to the designated waste storage area. The inside and outside of all trash receptacles shall be visibly clean, free of foreign matter, and free of odors. No debris shall be present on the ground/floor in the immediate vicinity of receptacles at the completion of the cleaning process.

**6.1.18.Waste Liner Replacement:** Waste receptacles shall be lined with serviceable, properly fitting, and appropriately colored plastic waste liner upon completion of the cleaning process.

**6.1.19.Artificial Plants:** Artificial plants and containers placed by the facility shall be free of dust and any foreign material or debris.

**6.1.20.Exam Table Cleaning:** Completely clean and disinfect all surfaces of the exam tables using a germicidal detergent. Exam tables shall be left clean and free of

foreign matter. Exam tables shall be moved to perform cleaning and restorative work to the floor as needed.

**6.1.21.Waiting Rooms:** Completely clean and disinfect all surfaces of waiting rooms using a germicidal detergent. All furniture shall be free of dust, dirt, spillages, stains and spots. Floors shall be cleaned and treated as required depending on flooring type which may include scrubbing, steam cleaning, extracting or refinishing as needed to ensure the flooring is aseptically and aesthetically clean.

**6.1.22.Restroom/Locker Rooms Cleaning Services:** The Contractor shall accomplish all cleaning tasks listed in requirements 6 – 6.1.27 of this PWS to the acceptable standard of cleanliness as listed in the requirement.

**6.1.23.Restroom and Shower Cleaning:** Completely clean and disinfect all surfaces of vents, sinks, toilet bowls, urinals, lavatories, showers, shower mats, dispensers, plumbing fixtures, partitions, doors, walls, dispensers floors, grout and other surfaces, using an EPA approved hospital grade germicidal detergent. After cleaning, receptacles will be free of deposits, dirt, streaks, and odors. Disinfect all surfaces of partitions, stalls, stall doors, entry doors, (including handles, kick plates, ventilation grates, metal guards, etc.), and wall areas adjacent to wall mounted lavatories, urinals, and toilets.

**6.1.24.Descale Showers, Toilet Bowls, and Urinals:** Descaling shall be performed to remove all scale, soap films, minerals and other deposits. After descaling, surfaces shall be free from streaks, stains, scale, scum, urine deposits, and rust stains.

**6.1.25.Stock Restroom Supplies:** At the conclusion of the cleaning process Contractor shall ensure restrooms are stocked sufficiently so that supplies including soap dispensers do not run out within 8 hours of completion of the clean (Dispensers should be ¼ full or in excess of this amount as verified visibly). Supplies shall be stored in designated secure areas except when in active use. If the Contractor supplies run out before completion of the day's work Contractor shall request enough to complete from the EMS to ensure completion.

**6.1.26.Emergencies:** Emergencies, unusual and out of line situations shall be promptly reported to the contracting officer or his/her designee. Hospital cleaning procedures provide the highest level of sanitation which decrease and eliminates the soils and organic material which can harbor pathogenic organisms and disinfects all surfaces. This cleaning shall also eliminate build-up and accumulation of sites which might enhance micro-organism growth and detract from the aesthetic quality of the healthcare environment. The cleaning standards will be enhanced by the utilization of the most commercially acceptable equipment, cleaning chemicals and solutions, disinfectant detergents and disinfectants to reduce the level of micro-organisms on all surfaces and to promote and provide the lowest possible infection risk for all patients, employees, and visitors to the areas cleaned in this process.

**6.2.CONTRACTOR FURNISHED ITEMS:** The Contractor shall furnish all cleaning/maintenance equipment and supplies required to complete all phases of the job requirements.

**6.2.1.Specifications:** Contractor equipment shall meet the specifications listed below, and shall comply with the occupational safety and health standards (OSHA) and fire regulations.

**6.2.2.Approval of Equipment and Materials:** All Contractor proposed equipment must conform to applicable technical provisions and specifications contained herein. Materials shall comply with Government fire and safety regulations. No materials bearing an Interstate Commerce Commission (ICC) red label shall be used. Proposed material and equipment for which specifications are not provided herein must be of the highest commercial quality and must be of a suitable type or grade for the required housekeeping task. This list shall be a part of the Contractor's instructions and procedures manual. Any new item of material, or equipment shall be submitted to the CO or COR for review prior to use in the VA.

**6.2.3.Products:** All cleaning products, disinfectants and detergents shall be provided by the Contractor but shall be the same or equal to what the Government is currently using (if applicable) and shall be currently registered with the Environmental Protection Agency (EPA) if required and government approved, and shall comply with Executive Order 13693, Planning for Federal Sustainability in the Next Decade

**6.2.4.Abrasives:** Steel wool, abrasive metal cleaners, or any other cleaning supplies or equipment, which could cause damage to Government property, shall not be used.

**6.2.5.Stripping Compound:** All floor finish removers shall be low odor and effective for removing the finishes currently in use by the Government and be approved by the Government for use in the facility.

**6.2.6.Liquid Floor Finish:** All floor finish shall be provided by the Contractor but shall be equal to or the same as what the Government is currently utilizing and shall be appropriate for the flooring type it is being applied on, have some built in slip resistance and meet the Government's approval.

**6.2.7.Shampoo Carpet, Wet:** All carpet cleaning products, and detergents shall be provided by the Contractor but shall be the same as or similar to what is currently in use by the Government and shall be Government approved.

**6.2.8.Bowl Cleaner Liquid-Type:** All cleaning products, disinfectants and detergents shall be provided by the Contractor but will be the same as or similar to what the Government is currently using and Government approved.

**6.2.9.Oil-based treatments are not allowed:** Oil (petroleum) based treatments are not recommended for use in healthcare facilities and will not be used in this cleaning process. Use of Lemon Oil for wooden furniture or citrus based cleaners for cleaning is not specifically prohibited but must be use within manufacturers recommendations and not in direct patient care areas.

### **6.3. EQUIPMENT STANDARDS:**

**6.3.1.Sanitation:** All equipment introduced into the VA shall be in proper working order, as specified by the equipment manufacturer, and shall be cleaned with a disinfectant detergent free of soil prior to introduction into the VA. All equipment

removed from a designated use area shall be cleaned with a disinfectant detergent prior to its removal from and reintroduction into the area. Equipment must be kept clean and in good working order throughout the term of the contract.

**6.3.2.Electrical Equipment:** All electrically operated equipment shall be equipped with hospital quiet-type motors, be third-wire grounded, and be equipped with an appropriate length of Underwriters Laboratories (UL) approved three conductor cord. The cord shall be permanently attached to the machine. The Contractor's equipment shall be compatible with existing sources of Government furnished electrical power.

**6.3.3.Safety and Inspections:** The Contractor's equipment shall be in good repair and shall comply with all Government safety standards and all Joint Commission on Accreditation for Healthcare Organizations (JCAHO) standards for all Contracted Area electrical equipment. Any equipment, which the COR considers in disrepair or unsafe shall be removed from the VA and replaced with equivalent equipment that is in good repair and meets the specifications contained herein.

**6.3.4.Bumper Guards:** All wheeled and movable equipment shall be equipped with protective, non-marking wheels and rubber bumpers or guards around the entire perimeter, except for fiberglass trash receptacles. No part of the equipment, except handles, shall protrude beyond the rubber bumpers. Bumpers and guards shall be maintained in good repair at all times. Equipment with improper bumpers or guards shall be removed from service immediately and shall not be used until repaired. Any repairs to Government property required as a result of improperly protected equipment shall be made at the Contractor's expense.

**6.3.5.Cloths, Impregnated Dusting and Sweeping:** All cleaning equipment, shall be provided by the Contractor but shall be at the commercially acceptable industry standard for healthcare use and approved by the Government.

**6.3.6.Vacuum Cleaners:** All vacuum equipment shall have a hospital use, micro static, impaction-type filtration system, hepa-filters which filters out dust and bacteria particles larger than 0.3 microns. New micro static impaction filters and disposable paper filter bags shall be installed in micro static vacuums no less that every 30 calendar days and more frequently, as determined by use conditions or by the COR.

- a)The angle of exhaust system shall be at least 15° above the horizontal.
- b)Dry vacuum cleaners shall be commercial type,  $\frac{2}{3}$ -cubic foot capacity, or  $\frac{1}{2}$ -bushel, with micro static, impaction-type exhaust air filter.
- c)Upright vacuums shall be heavy duty and have a motor-driven beater brush.
- d)Backpack vacuum units, used in stairwells, and wet-vacuums, used as components of combination scrubbers, are exempt from the above requirements.

**6.3.7.Floor Polishers:** All cleaning equipment, shall be provided by the Contractor but shall be at the commercially acceptable industry standard for healthcare use and approved by the Government. Floor polishers shall have a non-porous scrubbing surface to inhibit bacterial growth. Rotary floor polishing, buffing, and scrubbing

machines shall be equipped with new brush or pad drive assemblies made of non-porous materials and disinfected prior to being introduced into the VA.

**6.3.8.Carpet Shampooer/Soil Extractor:** Shampooers, extractors, steam cleaners shall be a commercial type, upright design, with agitator brush and motor, storage tank, compressor, dispenser, and shall have positive action vacuum.

**6.3.9.Combination Scrubber-Vacuum Machines:** Combination scrubber-vacuum machines shall be battery powered, motorized units designed for use in large public areas.

**6.3.10.Wall Washing Machines:** Wall washing machines shall have a minimum capacity of four gallons with double tanks and a pump type pressure sprayer for use in wall washing with a disinfectant detergent solution. Methods must be approved prior to use by COR.

**6.3.11.Housekeeper's Carts:** Housekeeping carts shall have a low platform for mop buckets, mop wringer, and other gear, with compartments for tools and cleaning supplies, trash collection device and lockable. Mops shall fit on the cart so mop heads do not protrude above the top of the cart. Carts shall fit in assigned storage closets. Housekeeping Area Closet (HAC) dimensions, doorway dimensions.

**6.3.12.Waste Collection Containers:** Collection containers shall be rigid with a smooth interior finish and shall be equipped with a snug fitting cover and hard rubber, non-marking, silent-running casters. All trash containers shall meet Government fire regulations. Waste carts shall be of such size that they do not block passageways or prevent building evacuation.

**6.3.13.Liners for Trash Receptacles:** Contractor shall provide all cleaning products, and equipment and it shall be approved by the Government prior to use.

**6.3.14.Mop Buckets:** Mop buckets may be either single or double compartmented and shall be constructed of a non-porous, acid resistant, seamless material (microfiber or string mop systems).

**6.3.15.Tool Handles:** All mops, brooms, and sweeping tools, which are equipped with handles of over 48 inches in length, shall be capped with non-marking rubber, vinyl, or plastic tips to prevent the marking or scarring of walls or other surfaces in the VA. No wooden handles or natural fibers are permitted for use.

**6.3.16.Signs:** All signs shall contain easily understood directions and guidance in English.

**6.4.Handling of Supplies and Equipment:** Specific routine infection control requirements are as follows:

**6.4.1.Cleaning Chemical Containers:** All containers of cleaning chemicals and similar products shall be marked with a factory label, to identify contents, and any other labels shall be removed or defaced. Materials bearing Department of Transportation red labels shall not be used.



**6.4.2.Equipment:** Contractor furnished equipment not in immediate use shall be stored in designated storage areas provided by the Government.

**6.4.3.Supplies** (e.g., toilet paper, paper towels, hand soaps, and detergents) shall be transported in carts designed for supply movement (e.g., housekeeping carts), not in trash barrels, nor mop buckets. All materials not immediately in use shall be properly stored in designated storage spaces provided by the Government.

**6.4.4.Safety Data Sheets (SDS).** Contractor must maintain a binder of all SDS sheets provided to the Government on site for use and inspection at all times.

## **6.5.PERSONNEL MANAGEMENT:**

**6.5.1.Key Personnel/Supervision:** The contractor shall provide sufficient management to ensure that this task is performed efficiently, accurately, on time, and in compliance with the requirements of this Performance Work Statement. Specifically, the contractor shall designate a single manager to oversee this task and supervise staff assigned to this task. The contractor shall provide sufficient contract service providers experienced in the conduct of similar hospital operations. Key personnel consist of the site supervisor and project manager.

**6.5.2.Project Manager:** The contractor shall provide a Housekeeping Supervisor/Project Officer to serve solely at the STVHCS and the auxiliary facilities. The Housekeeping Supervisor/Project Officer shall serve as the onsite manager and represent the contractor in performing all duties to ensure compliance with the provisions of the contract. Housekeeping supervisor will coordinate with COR on all daily operation issues.

**6.5.2.1.Certification and Experience Requirements:** The Housekeeping Supervisor/Project Officer shall meet or exceed the following: Certified by the AHE as a Certified Healthcare Environmental Services Professional (CHESP) or the International Executive Housekeeper's Association (IEHA) as a Certified/Registered Executive Housekeeper (C/REH). All certifications shall be maintained active and current throughout the term of the contract. The Housekeeping Supervisor/Project Officer shall possess a minimum of five years housekeeping experience with a minimum of two years of specific hospital housekeeping experience.

**6.5.3.Assistant Project Manager (APM) or Housekeeping Supervisor:** The contractor shall provide an APM. The APM shall serve as the acting on-site manager in the absence of the Project Manager and shall represent the contractor in performing all duties to ensure compliance with all provisions contained in this PWS. The APM shall be capable of temporarily assuming executive housekeeper duties during his or her absence.

**6.5.4.Certification and Experience Requirements:** The Assistant Housekeeping Supervisor shall possess at least one year of experience in healthcare housekeeping services within the last three years in a hospital environment of

comparable size and services as the STVHCS (not general housekeeping). He/she shall meet or exceed comparable industry certification (CHESP, CHEST, C/REH).

**6.5.5.Availability of Key Personnel:** The Housekeeping Supervisor/Project Officer shall be available to meet with the CO/COR on site the during agreed upon work hours within one hour of notification. The contractor shall provide the CO/COR phone numbers for the Housekeeping Supervisor/Project Officer during duty and non-duty hours (to include evenings, holidays, and weekends). After duty hours, the Housekeeping Supervisor/Project Officer shall be available on site within two hours of notification in cases of emergencies.

**6.5.6.Roster:** The Contractor shall establish a roster of Contractor employees for use during the contract period. The roster shall list the name and job title of each Contractor employee. The Contractor shall provide a copy of the personnel roster and changes thereto to the COR. The contractor shall submit updates to the written updated personnel roster to the COR each month until the end of the contract period.

**6.5.7.Discipline:** The Contractor shall maintain satisfactory standards of the Contract employee's competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to the personnel as may be necessary. The contractor shall ensure personnel do not disturb papers on desks, open desk drawers or cabinets, or use government telephones, except as authorized. The Contractor shall take prompt, appropriate action in all instances of employee misbehavior that may reflect adversely upon the Government. The Contractor shall furnish to the CO or COR, a written report of disciplinary action taken in those instances where an infraction of a Government regulation has been reported and substantiated. Termination of employees that violate confidentiality (patient and staff), privacy, safety, security, EEO, media/photo (i.e. cannot take photos or voice record), patient abuse and customer service violations. Contractor shall be aware and abide by HIPPA to ensure patients privacy is maintained.

**6.5.8.Employee Schedules:** The Contractor shall prepare and maintain employee schedules for all Contractor employees to ensure that VA internal security is maintained (i.e., determine if personnel are scheduled to work). A copy of each schedule shall be furnished to the COR for review one week prior to the beginning of the period covered by the schedule. The onsite working supervisor shall mobilize between each site to ensure adequate supplies; quality assurance and sanitation compliance are being met. Changes to employee schedules shall be provided to the COR as they occur.

**6.5.9.Man Hour Reports:** The contractor shall submit a written man-hour report to the COR not later than the 5<sup>th</sup> calendar day of each month. The man-hour report shall include the total number of hours worked by direct labor Contract personnel during the previous month. Direct labor is the Contract Personnel who are directly involved in the production of goods or services. Indirect labor is Contract Personnel (such as supervisors, administrative support, quality control, etc.) who do not directly produce goods or services, but who make their production possible or more efficient.

**6.5.10.Communication:** All Contractor employees, who must communicate with the COR and all Contract employees must be able to read, write, speak, and understand the English language to ensure the effective administration of this contract and accurate ordering of work.

**6.5.11.Standards of Conduct:** While on duty and executing the specifications of this contract, Contractor employees are prohibited from using and/or possessing alcohol, non-prescription drugs, and firearms. Non-compliance with this requirement, confirmed by the COR, shall be grounds for immediate removal of the Contractor employee from the VA and barring the individual from performing further work under this contract. All contractor employees will be required to provide customer service consistent with that of the VA's mission.

## **6.6.UNIFORMS:**

**6.6.1.Type of Uniform:** All employees shall wear Contractor provided standard uniforms, including pants, shirts, skirts, blouses, and/or dresses, which are clearly distinguishable from other VA uniforms currently in use. The uniforms shall be worn as designed by the uniform manufacturer. Uniforms shall be neat, clean, and in good repair, and have a badge or monogram with the contractor's name on it. Contract staff shall wear contractor-provided approved uniforms at all time while performing housekeeping duties except when working in areas requiring government-furnished surgical garments. Sandals or other open-toed shoes shall not be worn.

**6.7.IDENTIFICATION BADGES/PASSES:** All Contractor Personnel requiring access to the VA shall obtain employee identification badges and vehicle passes required by the Government. Prior to the start of this contract the Contractor shall submit to the COR the names of all personnel employed in performing this contract and all information required to prepare identification badges for all Contractor personnel. The Government will issue these badges without charge to the Contractor. However, a charge will be required for each replacement badge issued as a result of abuse or loss. Contractor employees shall wear the Government furnished badge on the front of their outer clothing and above the waist except for protective clothing. When an employee leaves the Contractor's employment, the Contractor shall return all identification badges and passes of the employee issued by the Government to the COR or security personnel within five working days after termination of their employment. Due to the time required for the various Agencies involved in the background check for badge issuance to work at a federal facility the Contractor shall provide a pool of potential candidates as soon as practical after contract in order to ensure that after award the Contractor has enough staff available to assume all of the duties contained herein in this Performance Work Statement. The Contractor must ensure to update that pool periodically if the Contractor experiences attrition in order to ensure the Contractor has a sufficient workforce to fully complete all tasks and assignments as outlined in this Performance Work Statement on a consistent basis throughout the life of this contract.

**6.7.1.**All personnel shall display identification badges, except for over protective clothing, which shall include the employee's full name and Contractor's full name.

**6.7.2.**The contractor personnel shall comply with agency personnel identification verification procedures when the contract personnel is required to have physical access to a federally controlled facility.

**6.7.3.**The contractor will comply with the identification badge access process that is currently in place. No contractor will work without having the proper identification badge. If a contract personnel no longer work for the Contractor, the identification badge must be turned in to the COR or Security Personnel within 5 working days of termination of employment. An e-mail communication will be sent to the CO when a contract personnel leaves employment with the Contractor.

**6.8.PROTECTIVE CLOTHING:** When required the Contractor personnel shall don Personal Protective Equipment (PPE) and shoe covers while working in designated areas. They shall be used as specified and then destroyed, as directed by the COR.

**6.8.1.PERSONAL HYGIENE:** Contractor personnel shall be clean, free of odor and wear a clean uniform at all times when in patient care and public areas. Fingernails shall be clean and free of dirt, and hair shall be neatly trimmed and combed.

**6.9.SAFETY:**

**6.9.1.Work Methods:** All work performed in delivering the services specified in this contract shall comply with applicable Federal, State, and local safety regulations. The Contractor shall have a working knowledge of the following codes, standards, recommended practices, and manuals.

**6.9.1.1.**Accreditation Manual for Hospitals developed by the Joint Commission on Accreditation of Hospitals (JCAHO), current edition.

**6.9.1.2.**Public Law 91- 596, Occupational Safety and Health (OSHA) Act of 1970 and current amendments

**6.9.1.3.**National Fire Codes and Standards pertaining to the health care field developed by the National Fire Protection Association, current listings

**6.9.1.4.**National Safety Council Accident Prevention Manuals pertaining to the health care field, current edition

**6.9.1.5.**American National Standards Institute standards pertaining to the health care field

**6.9.1.6.**VA Disaster Control Plan

**6.9.1.7.**Safety Data Sheets (SDS).

**6.9.2.**In addition, Contractor employees shall:

**6.9.2.1.**Receive instruction in appropriate safety measures and cleaning methods to be used for blood pressure monitors, exam tables, geriatric chairs, and ensure staff applies work safety and good body mechanics for health care environment.

**6.9.2.2.**Not place mops, brooms, electrical cords, hoses, machines, and other equipment in traffic lanes or other locations in a manner that creates a safety hazard.

**6.9.2.3.**Display warning signs in all areas where housekeeping operations may cause traffic obstruction or hazard to patients, staff personnel, or visitors

**6.9.2.4.**Interrupt their work at any time to allow the passage of patients, staff personnel, visitors, equipment, or carts.

**6.9.2.5.**Use parallel wet mopping or cleaning procedures when the cleaning of public traffic areas (e.g., lobbies and corridors) may result in a temporarily wet or slippery floor surface. Contractor employees shall accomplish floor cleaning such that at no time will it be necessary for patients, staff personnel, or visitors to cross a wet floor to gain access to other areas of the VA. Contractor employees shall accomplish cleaning of high traffic areas before or after regular working hours, including passageways and outpatient Contracted Areas waiting areas. Whenever this is not possible only half of the corridor will be mopped at a time. Contractor employees shall display warning signs, as required in paragraph 14 above.

**6.9.2.6.**Wear PPE and/or equipment when handling, pouring, or working with substances, which may expose the employee to injury and/or occupational illness.

**6.9.2.7.**Cleaning of mop heads shall not be accomplished on the VA premises. All mop heads shall be treated as if contaminated.

**6.9.2.8.**No supplies shall be left unattended and should be kept locked up when not in use.

**6.9.2.9.**Supplies to be stored not higher than 18 inches from ceiling sprinklers.

**6.10.FAILURE TO COMPLY:** If the Contractor fails or refuses to promptly comply with applicable safety directives, the COR may issue an order stopping all work until satisfactory corrective action has been taken by the Contractor. None of the time lost as a result of such a work shop order shall be made the subject of a claim for extension of time or for excess costs or damages to the Contractor.

**6.11.ACCIDENT REPORTING:** The Contractor shall report all occupational exposures and all accidents resulting in injury or occupational disease to the COR. All accidents shall be reported as soon as possible after occurrence. The COR may require the Contractor to complete certain forms to document exposures and/or accidents. The Contractor shall complete these forms promptly, at no additional cost to the Government.

**6.12.EMERGENCY TREATMENT:** The Government will furnish only emergency first aid treatment to Contractor employees who may suffer on-the-job injuries. All emergencies shall follow hospital code procedures (code blue) and dial 15555. All off-site (Frank Tajeda Outpatient Clinic, Fisher House, North Central Federal Clinic, Villa Serena) emergencies shall require to dial 911 for medical assistance. The Contractor shall be responsible to ensure that their employees coming to the work-site will receive the information required above. The Contractor shall be responsible to ensure their employees providing work on this contract are fully trained and completely competent to perform the required work.

## **7.GOVERNMENT FURNISHED PROPERTY AND SERVICES:**

**7.1. Storage Areas:** The Government will provide the space (i.e., facilities) for the contractor's use as supply and equipment storage spaces, including housekeeping closets. No alterations shall be made to these facilities. Upon completion or termination of the contract, the contractor shall return all Government furnished facilities and furnishings in the same condition and quality as received, fair wear and tear excepted.

**7.2.Utilities and Services:** The Government will furnish the following utilities and services as may be required to perform work under the contract at no cost to the contractor. Utilities will be provided at existing outlets and will include electrical power, water, and sewers.

**7.3.**All repairs to the facility not due to the Contractor's negligence.

**7.4.**Removal of trash and waste from bulk storage containers (e.g. dumpsters).

**7.5.**Insect and rodent control services.

**7.6.**Security police and fire protection services, including all applicable telephone numbers.

**7.7.Supplies, Materials, and Equipment.** The government will provide the following materials to be used by the Contractor only in performing the services required by this contract:

**7.7.1.Keys:** The Contractor will be provided keys through the key tracker system at STVHCS or allowed access to all rooms requiring housekeeping services. The Government may choose to accompany Contractor personnel when in certain secured areas. Keys provided to the Contractor shall not be duplicated or removed from the VA premises. The Government at the Contractor's expense shall replace any keys lost by Contractor personnel. In the event a master key is lost or duplicated, all locks and keys on that lock system will be replaced by the Government, and the total replacement cost will be deducted from the monthly payment due to the Contractor. If a key to a single area is lost, the Government will replace the lock for that area, and the total replacement cost shall be deducted from the monthly payment due to the Contractor. Written procedures covering key control will be included in the Contractor's instructions and procedures manual. The Contractor shall immediately report the occurrence of a lost key to the COR. Off-site facilities, keys will be issued by designated official.

**7.7.1.1.Securing Spaces:** Contractor employees shall not allow anyone to use any key in their possession. They shall not open locked areas to permit entrance by persons other than Contractor employees performing assigned duties. All areas that are to be locked shall not be left unattended during the cleaning process and shall be relocked by Contractor personnel after completion of housekeeping duties. Contractor personnel shall turn off all lights in all unoccupied areas.

**7.8.Conservation of Utilities:** The Contractor shall instruct Contractor employees in utilities conservation practices. The Contractor shall operate under conditions, which preclude the waste of utilities, which shall include:

**7.8.1.**Lights shall be used only in areas when work is actually being performed. Otherwise, lights shall be turned off.

**7.8.2.**The Contractor's employees shall not adjust mechanical equipment controls for heating, ventilation, and air conditioning systems.

**7.8.3.**Water faucets or valves shall be turned off after their required use.

**7.8.4.**The Government will designate seasonal dates for Government controlled heat and air conditioning to be turned on or off.

**7.8.5.**Government telephones shall not be used for personal reasons. Unauthorized calls traced to the Contractor or a Contractor employee will be billed to the Contractor by the Government.

**8.MEETINGS AND REVIEWS:** The Contracting Officer may require the Contractor to meet with Government personnel as deemed necessary. The Contractor may request a meeting with the Contracting Officer or COR when Contractor believes such a meeting is necessary. At a minimum, the Contractor Project Manager (or other key personnel), and the Contracting Officer or COR (or other Government key personnel, as deemed necessary) shall meet monthly to discuss the ongoing operation of the agreement. The Contractor shall prepare written minutes of such meetings, which shall be recorded in the agreement file. The Contractor Project Manager and the COR shall sign the minutes indicating their approval or provide in writing their non-concurrence within 5 calendar days following the receipt of the minutes.

**8.1.Housekeeping Schedules:**

**8.1.1.Fixed-Price Work:** Two weeks prior to the start date of the contract, the Contractor shall provide to the COR for approval, a planned schedule for performing the Housekeeping services. Once approved by the COR, all tasks shall be performed at the frequencies and within the time periods specified in the schedule. Schedules shall be strictly adhered to in order to facilitate the Government's inspection of the work.

**8.1.2.**After contract start date the Contractor, shall submit proposed changes to approved housekeeping schedules, in writing, to the COR at least 24 hours in advance of beginning the work.

**8.1.3.Inspections:** The Contractor or his representative shall, on a daily basis when work is performed, tour all areas for which the Contractor is assigned responsibility under this contract and shall carefully inspect the quality of housekeeping operations, the status of Government furnished, and Contractor furnished equipment. The Contractor shall initiate prompt action to correct identified discrepancies. The Contractor shall promptly report to the COR those deficiencies resulting from poor or non-performance. When facilities defects are found, these defects shall be reported to the COR. The Government reserves the right to perform random inspections of administrative and waiting areas, restrooms, exam rooms and other areas will be completed. A Pass (P) or Fail (F) will be assigned for each area.

- 03 – 05 Unsatisfactory ratings = 1% contract price deduction
- 06 – 10 Unsatisfactory ratings = 2% contract price deduction
- 11– 15 Unsatisfactory ratings = 3% contract price deduction
- 16 – 20 Unsatisfactory ratings = 4% contract price deduction
- 21 – 25 Unsatisfactory ratings = 5% contract price deduction

**8.1.4.Documentation:** On a weekly basis, the Contractor shall document an assessment of compliance with the Quality Control Plan. Weekly documentation shall include, at a minimum, a statement of the degree of compliance with pre-

established criteria, recommendations for changes in work methods, and plans of action and milestones to correct identified discrepancies.

**8.1.5. Review of Documents:** The Contractor shall provide copies of documents required in paragraphs **8.1.1**, **8.1.2** and **8.1.3** above to the COR when requested.

**8.2. QUALITY ASSURANCE SURVEILLANCE PLAN FOR HOUSEKEEPING SERVICES:**

This Quality Assurance Surveillance Plan (QASP) has been developed to evaluate the contractor actions while implementing this PWS. It is designed to provide an effective surveillance method of monitoring contractor performance for each listed objective on the Service Delivery Summary in the maintenance contract. The Contracting Officer and other government personnel as appropriate, and the Contractor shall meet monthly with the COR as scheduled to discuss the Contractor's performance. The Contractor will be responsible after each scheduled inspection to provide an electronic report in standard business format to the COR a Quality Insurance Report (QIR) no later than three business days after the scheduled inspection. The following issues shall be discussed within the body of the QIR by the Contractor; opportunities to improve the contractor's performance, any modifications required of the contractor based on inspections, unsatisfactory inspections and valid customer complaints against each performance objective observed and steps taken by the Contractor to prevent occurrences in the future. The Contractor shall also provide a summation of unsatisfactory inspections and customer complaints and provide insight into any identified trends. The minutes received by the COR from the Contractor will be compared to the notes taken by the COR referencing the inspection meetings. The COR will reduce to writing a final report that shall be reviewed and signed by the Contracting Officer listing a corrective action plan and any other signatures as deemed appropriate, distributed to the functional area and the contractor. Should the contractor not concur with the minutes, the contractor will provide a written notification to the Contracting Office identifying areas of non-concurrence for resolution.

The QASP provides a systematic method to evaluate the services the contractor is required to furnish. This QASP is based on the premise the government desires to maintain a quality standard in operating, maintaining, and repairing facilities and that a service contract to provide the service is the best means of achieving that objective.

The contractor, and not the government, is responsible for management and quality control actions to meet the terms of the contract. The role of the government is quality assurance to ensure the contract standards are achieved.

In this contract, the quality control program is the driver for product quality. The contractor is required to develop a comprehensive program of inspections and monitoring actions. The first major step to ensuring a "self-correcting" contract is to ensure that the quality control program approved at the beginning of the contract provides the measures needed to lead the contractor to success.

Once the quality control program is approved, careful application of the process and standards presented in the remainder of this document will ensure a robust quality assurance program.



### **Work Requirement Standard of Performance**

- a. Floors free of soil 90% or above
- b. Fixtures free of soil 90% or above
- c. Supplies provided 90% or above
- d. Other free of soil 90% or above (including walls, tops of cabinets, etc.)

**8.1.6.8.2.1. Primary Method of Surveillance:** Scheduled/Unscheduled surveillance by random sampling and validated customer complaint.

**8.1.7.8.2.2. Level of Surveillance:** Each week the QASP will choose the appropriate number samples. Any service location may be chosen, but consideration will be given to where unsatisfactory performance has been observed during the previous evaluation period.

**8.1.8.8.2.3. Evaluation Procedure:** Before beginning any inspections, the COR will prepare a Rating Sheet, listing the date and room numbers of each space to be inspected. The COR will complete form on site, grading all work requirements as Pass (P) or Fail (F) based on substantial compliance with the service requirement(s). If any defects are noted, a brief explanation as to the nature of the problem and possible cause of the unsatisfactory work will be recorded under the remarks column. If rework is ordered, all pertinent data, such as date the Contractor was informed of the problem, action taken and date of acceptance, will be recorded on the original inspection report. All work that is not available for rework will be recorded on the Contractor Discrepancy Report and forwarded to the Contractor within 5 days.

a. **Customer Complaints:** Customers will be notified as to the type of service to be provided, and that the COR will be the point of contact for any complaints. Complaints will be investigated as soon as possible after receipt for validation.

b. **Unscheduled Inspections:** Unscheduled inspections may be conducted, but should be limited to areas where performance problems have been noted in the past.

c. **Scheduled Inspections:** The COR will perform weekly inspections by random sampling. A contracting officer will perform a quarterly inspection.

d. **Rework:** Rework will normally be allowed when practical. Rework of each service requested must be checked by the COR. Payment deductions will be made for each documented observed instance of unsatisfactorily performed work, which has not satisfactorily reworked. Deductions will be made as follows:

1. **Customer Complaints:** 5 verified customer complaints in a one month period = 1% deduction per month  
15 verified customer complaints in a one month period = 3% deduction per month

2. **Rework:** No deduction will be taken if the rework can be accomplished before the area is put into use or a time frame approved by the COR.

**8.2.4 Evaluation Procedure:** Before beginning any inspections, the COR will prepare a Rating Sheet, listing the date and room numbers of each space to be inspected.

**9.TRAVEL REQUIREMENTS:** The contractor shall provide transportation to the various off-site clinics at no additional cost to the government.

**10.CONTRACTING OFFICER’S REPRESENTATIVE (COR):**

**a) COR:** Maria DelCarmen Kennedy Office: (210) 617-5142

**b) Alternate:** Brian C. McDonald Office: (210) 617-5142

**c) Alternate, Fisher House only:** Eric Zielinski (210) 835-5964

No government personnel, other than the Contracting Officer, have the authority to change or alter these requirements. The COR shall clarify technical points or supply relevant technical information, but no requirements in this scope of work may be altered as a sole result of such verbal clarification.

**11.REPORTS/DELIVERABLES:**

Objective	Threshold	PWS Reference	Method of Assessment	Incentive	Disincentive
Provide total housekeeping cleaning services for the Audie L. Murphy and Outlying Clinics in this PWS.	Meet TJC and VA standards of cleanliness	6.1 thru 6.1.26	Review of work and approval by COR	Positive past performance	1% reduction of total monthly price for housekeeper period of deficiency
Ensure training requirements by vendor are met	Meet training requirements of Contractor	13.9 thru 13.9.1	Review of training to ensure competencies	Positive past performance	1% reduction of total monthly price for housekeeper period of deficiency
Ensure training requirements for the VA are met	Meet V H A training requirements	13.9thru 13.9.1	Provide completed course tests	Positive past performance	1% reduction of total monthly price for housekeeper period of deficiency
Ensure VA security measures are met. EMPLOYEES must have background check completed before starting work	Meet VA Security Policies	14 thru 14.2.3	Review of Security and Badges for each employee	Positive past performance	1% reduction of total monthly price for housekeeper period of deficiency
Ensure contingency plan in place for emergency	Provide a written plan for ensuring work is completed in case of an emergency	12.4	Review of monthly reports and approval by investigator	Positive past performance	1% reduction of total monthly price for housekeeper period of deficiency
Conduct inspections to guarantee compliance	Weekly Report	8.1.3	Review inspections and corrections	Positive past performance	1% reduction of total monthly price for housekeeper period of deficiency
Track weekly inspections	Bench Marking	8.1.4	Review weekly report	Positive past performance	1% reduction of total monthly price for housekeeper period of

					deficiency
Have no more than 5 complaints in any 1 month period	Proactively eliminate complaint	8.2.3	Periodic sampling and validated customer complaints as monitored by Project Manager	Positive past performance	1% reduction of total monthly price for housekeeper period of deficiency

The COR will notify the contractor of any complaints the same day identified. Contractor must respond to the complaint within 2 hours of notification with a written response as to how the issue was resolved. If a response is not provided by the 2<sup>nd</sup> workday, the disincentive will be assessed retroactively from the 1<sup>st</sup> of the month until a response is received. The COR will make the initial determination whether the response or the remediation plan is adequate. Any disincentive will be suspended once the response has been received.

#### **11.1.QUALITY CONTROL MONITORING:**

**11.1.1.**The Government appointed COR will monitor the Contractor's performance to assure that the performance thresholds and standards of performance are met. in accordance with FAR 52.212-4(a) "Inspection/Acceptance" the Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or performance of nonconforming services at no increase in contract price.

**11.1.2.**The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance standards describe the minimum acceptable levels of the service required for each task. These thresholds are critical to mission success.

**11.1.3.**The Government COR will evaluate the services required by this contract to ensure compliance and quality.

**11.1.4.**The Government COR will receive complaints from facility personnel and pass them on to the Contractor's quality inspector for correction.

**11.1.5.** The contractor shall perform all work required by this contract in a satisfactory manner in accordance with the PWS. The COR will not consider the task complete until all deficiencies have been corrected.

**11.1.6.**The Government COR will inspect all work tasks required by the task order sheets to ensure contract performance monthly utilizing the attached work inspection sheet.

**11.1.7.**The inspection period is monthly. Inspection period will be from the first of the month through the last day of the month. The COR should receive no more than five (5) complaints. The COR will record results of the inspection, noting the date and time of inspection. If inspection indicates unacceptable performance, the COR will notify the supervisor or quality inspector. The Contractor shall be given

two (2) hours after notification during shift hours to correct the unacceptable performance. Report period is weekly; however, complaints are by task.

- 11.1.8.** More than five (5) COR documented complaints during the report period will result in a decrease of the monthly billing of one percent (1%) by facility at the end of the report period.

### CLEANING SCHEDULE

AREA Fisher House	DAILY	3 X DAILY	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	ANNUAL	AS NEEDED
Common areas - Clean vents, ceilings, walls, fixtures and furnishings	X							X
Empty Waste	X							X
Fisher House Staff Offices - Clean vents, ceilings, walls, fixtures, furnishings and empty waste	X							X
Fisher House - Clean Family Guest Rooms								X
Fisher House – Guest Bathrooms Descalc Toilets, wipe down surface areas/fixtures and restock.	X							X
Fisher House – Shower areas – wipe down/clean surface areas and fixtures. Restock.	X							X
Fisher House – Inventory Linen	X							X
Fisher House – place linen in linen closet when delivered.								X
Fisher House – Gather linen as needed, and deliver to room								X
Fisher House - Gather and properly store soiled linen for transport to laundry								X

All Stairwells – dust, sweep and mop.	X							X
AREA VCS Canteen & Food and Nutrition Services	DAILY	3 X DAILY	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	ANNUAL	AS NEEDED
Canteen/ Café / dining area/ Clean, disinfect, dust, sweep, mop and empty waste.		X						X
Canteen – Cafés / serving line areas/ Food and Nutrition/– sweep and mop		X						X
Canteen – Cafés / Food and Nutrition kitchen areas – sweep and mop		X						X
Canteen – Café / Food and Nutrition/ serving lines / kitchen areas/–Power wash or steam clean floor			X					X
Canteen kitchen/ Food and Nutrition/ serving line walls, fixtures and drains – clean			X					X
Canteen – Café/ Food and Nutrition/stock rooms – sweep and mop	X							X
Door Jams in all areas – clean/wipe down			X					X
Canteen – Store- Food and Nutrition – Administrative Office – sweep, mop and empty waste	X							X

Canteen – Store- Food and Nutrition – Administrative Office – vacuum	X							X
Canteen – Store - sweep and mop	X							X
Canteen – Store – Food and Nutrition -- Lockers /Bathroom Area – sweep and mop	X							X
Canteen Store/ Food and Nutrition /Bulk Storage – sweep and mop	X							X
Canteen -Store – Staff Bathrooms Descale Toilets, wipe down surface areas/fixtures, restock, sweep and mop.	X							X
Elevator – sweep and mop, dust and wipe down all fixtures.	X							X
AREA  Villa Serena	DAILY	3 X DAILY	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	ANNUAL	AS NEEDED
Villa Serena -Guest Rooms clean, disinfect, dust, and remove waste.	X							X
Villa Serena – Recreation Rooms clean, disinfect, dust, and remove waste	X							X
Villa Serena – Administrative Offices clean and remove waste	X							X
Villa Serena – Kitchen, serving line, dining area clean and remove waste.		X						X
All Stairwells – dust, sweep, mop and/or vacuum.	X							X
All areas – wipe down surfaces	X							X

Villa Serena – Guest Bathrooms Descalc Toilets, wipe down surface areas/fixtures, sweep and mop and restock.	X							X
Villa Serena – Shower areas – wipe down/clean surface areas and fixtures. Restock.	X							X
Villa Serena – Staff Bathrooms Descalc Toilets, wipe down fixtures, restock, sweep and mop.	X							X
Elevator – sweep, mop and wipe down all fixtures.	X							X
AREA Police Services Building	DAILY	3 X DAILY	WEEKLY	MONTHLY	QUARTER LY	SEMI- ANNUAL	ANNUAL	AS NEEDED
Entryways, reception areas and waiting areas - Clean, sweep, mop, vacuum, empty waste	X							X
Offices and workspaces - Clean, disinfect, dust, sweep, mop, vacuum empty waste	X							X
Break rooms, locker rooms and restrooms. Clean, disinfect, dust, sweep, mop, vacuum, empty waste, descale toilets, wipe down surface areas/fixtures and restock.	X							X
Spot clean carpet or burnish floors				X				X
Strip and refinish floors or shampoo/extract carpets						X		X
Clean Glass Windows and Doors	X							X
AREA Human Resources	DAILY	3 X DAILY	WEEKLY	MONTHLY	QUARTER LY	SEMI- ANNUAL	ANNUAL	AS NEEDED

Entryways, reception areas and waiting areas - Clean, disinfect, dust, sweep, mop empty waste	X							X
Offices and workspaces - Clean, disinfect, dust, sweep, mop empty waste	X							X
Break rooms, locker rooms and restrooms. Clean, disinfect, descale toilets, wipe down surface areas/fixtures, dust, sweep, mop, empty waste and restock.	X							X
Spot clean carpet or burnish floors				X				X
Strip and refinish floors or shampoo/extract carpets						X		X
Staff Bathrooms Descal Toilets, wipe down fixtures, restock.	X							X
AREA Engineering, Safety, EMS and MAS Offices Ground Floor	DAILY	3 X DAILY	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	ANNUAL	AS NEEDED
Entryways, reception areas and waiting areas - Clean, disinfect, dust, sweep, mop empty waste	X							X
Offices and workspaces - Clean, dust, sweep, mop empty waste	X							X
Break rooms, locker rooms and restrooms. Clean, disinfect, descale toilets, dust, sweep, mop, empty waste, wipe down surface areas/fixtures and restock.	X							X
Spot clean carpet or burnish floors				X				X
Strip and refinish floors or shampoo/extract carpets						X		X



AREA Leadership Suite	DAILY	3 X DAILY	WEEKLY	MONTHLY	QUARTER LY	SEMI- ANNUAL	ANNUAL	AS NEEDED
Entryways, reception areas and waiting areas - Clean, disinfect, dust, sweep, mop, empty waste	X							X
Offices and workspaces - Clean, disinfect, dust, sweep, mop, empty waste and wipe down surface areas.	X							X
Break rooms, locker rooms and restrooms. Clean, disinfect, descale toilets, wipe down surface areas/fixtures, dust, sweep, mop, empty waste, and restock.	X							X
Spot clean carpet or burnish floors				X				X
Strip and refinish floors or shampoo/extract carpets						X		X
AREA Voluntary Services Area Rec Hall	DAILY	3 X DAILY	WEEKLY	MONTHLY	QUARTER LY	SEMI- ANNUAL	ANNUAL	AS NEEDED
Entryways, reception areas and waiting areas - Clean, dust, sweep, mop empty waste	X							X
Offices and workspaces - Clean, disinfect, dust, sweep, mop empty waste	X							X
Break rooms, locker rooms and restrooms. Clean, disinfect, descale toilets, wipe down surface areas and fixtures, dust, sweep, mop empty waste and restock.	X							X
Spot clean carpet or burnish floors				X				X

Strip and refinish floors or shampoo/extract carpets						X		X
Clean and oil pews and wooden fixtures				X				X
Shine and treat brass and other metal fixtures				X				X
<p>AREA</p> <p>Chaplain Service Offices Chapels/Auditorium</p>	DAILY	3 X DAILY	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	ANNUAL	AS NEEDED
Entryways, reception areas and waiting areas - Clean, disinfect, dust, sweep, mop empty waste	X							X
Offices and workspaces - Clean, disinfect, dust, sweep, mop empty waste	X							X
Break rooms, locker rooms and restrooms. Clean, disinfect, descale toilets, wipe down surface areas/fixtures dust, sweep, mop empty waste and restock.	X							X
Spot clean carpet or burnish floors				X				X
Strip and refinish floors or shampoo/extract carpets						X		X
<p>AREA</p> <p>Education Services</p>	DAILY	3 X DAILY	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	ANNUAL	AS NEEDED
Entryways, reception areas and waiting areas - Clean, disinfect, dust, sweep, mop empty waste	X							X

Offices and workspaces - Clean, disinfect, dust, sweep, mop empty waste	X							X
Break rooms, locker rooms and restrooms. Clean, disinfect, descales toilets, wipe down surface areas/fixtures dust, sweep, mop empty waste and restock.	X							X
Spot clean carpet or burnish floors				X				X
Strip and refinish floors or shampoo/extract carpets						X		X
AREA Medical Services Suites	DAILY	3 X DAILY	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	ANNUAL	AS NEEDED
Entryways, reception areas and waiting areas - Clean, disinfect, dust, sweep, mop empty waste	X							X
Offices and workspaces - Clean, disinfect, dust, sweep, mop empty waste.	X							X
Break rooms, locker rooms and restrooms. Clean, disinfect, descales toilets, wipe down surface areas/fixtures, dust, sweep, mop empty waste.	X							X
Spot clean carpet or burnish floors				X				X
Strip and refinish floors or shampoo/extract carpets						X		X

AREA Mental Health Suite and offices	DAILY	3 X DAILY	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	ANNUAL	AS NEEDED
Entryways, reception areas and waiting areas - Clean, disinfect, dust, sweep, mop empty waste	X							X
Offices and workspaces - Clean, disinfect, dust, sweep, mop empty waste	X							X
Break rooms, locker rooms and restrooms. Clean, disinfect, descale toilets, wipe down surface areas/fixtures, dust, sweep, mop empty waste and restock.	X							X
Spot clean carpet or burnish floors				X				X
Strip and refinish floors or shampoo/extract carpets						X		X
AREA Social Work Suite and Offices	DAILY	3 X DAILY	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	ANNUAL	AS NEEDED
Entryways, reception areas and waiting areas - Clean, disinfect, dust, sweep, mop empty waste	X							X
Offices and workspaces - Clean, disinfect, descale toilets, wipe down surface areas/fixtures, dust, sweep, mop empty waste and restock.	X							X
Break rooms, locker rooms and restrooms. Clean, disinfect, dust, sweep, mop empty waste, descale toilets, wipe down surface areas/fixtures, and restock.	X							X

Spot clean carpet or burnish floors				X				X
Strip and refinish floors or shampoo/extract carpets						X		X
<p>AREA</p> <p>Frank Tejada Contracted Areas</p>	DAILY	3 X DAILY	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	ANNUAL	AS NEEDED
Exam Rooms, Patient Treatment Areas, Waiting Rooms– High dust vents, clean and disinfect walls, fixtures, furnishings, empty waste, restock supplies and sweep and mop floors.	X							X
Exam Rooms, Patient Treatment Areas, Waiting Rooms – clean and disinfect all high touch points.	X							X
Exam Rooms, Patient Treatment Areas, Waiting Rooms – Burnish or scrub floors				X				X
Exam Rooms, Patient Treatment Areas, Waiting Rooms – Strip and refinish or perform other restorative floor work							X	X
Frank Tejada – place linen in linen closet when delivered.								X
Frank Tejada – Gather linen as needed, and deliver to room								X
Frank Tejada - Gather and properly store soiled linen for transport to laundry								X
Break rooms, locker rooms and restrooms. Clean, disinfect, descale toilets, wipe down surface areas/fixtures, dust, sweep, mop empty waste and restock.	X							X
Spot clean carpet or burnish floors				X				X
Strip and refinish floors or shampoo/extract carpets						X		X

AREA North Central Federal Clinic (NCFC) Contracted Areas	DAILY	3 X DAILY	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	ANNUAL	AS NEEDED
Exam Rooms, Patient Treatment Areas, Waiting Rooms– High dust vents, spot clean walls, clean and disinfect fixtures, furnishings, empty waste, restock supplies and sweep and mop floors	X							X
Exam Rooms, Patient Treatment Areas, Waiting Rooms – clean and disinfect all high touch points	X							X
Exam Rooms, Patient Treatment Areas, Waiting Rooms – Burnish or scrub floors				X				X
Exam Rooms, Patient Treatment Areas, Waiting Rooms – Strip and refinish or perform other restorative floor work							X	X
NCFC – place linen in linen closet when delivered.								X
NCFC – Gather linen as needed, and deliver to room								X
NCFC - Gather and properly store soiled linen for transport to laundry								X
Break rooms, locker rooms and restrooms. Clean, disinfect, descale toilets, wipe down surface areas/fixtures, dust, sweep, mop empty waste and restock.	X							X
Spot clean carpet or burnish floors				X				X
Strip and refinish floors or shampoo/extract carpets						X		X

**Procedures:** The government QA will inspect all work tasks required by the task or delivery order to ensure contractor compliance with sections; 3 Period of Performance, 5 Description of Service and 6 Basic Cleaning Services of the Performance Work Statement (PWS) each time the services(s) are performed. Record results of inspection, noting date and time of inspection. If inspection indicates unacceptable performance, notify the contract manager or QCI of the deficiencies for correction. The Contractor shall be given two hours after notification to correct the unacceptable performance.

**Schedule of Services:**

<b>Line Item</b>	<b>Description of Supplies/Services</b>	<b>Qty</b>	<b>Unit</b>	<b>Sq Ft</b>
1	Housekeeping Services North Central Federal 17440 Henderson Pass, San Antonio 79232.	1.0	6 Mo	30,602
2	Housekeeping Services - Frank Tejada 5788 Eckhert Road, San Antonio, TX 78240	1.0	6 Mo	65,141
3	Housekeeping Services – Fisher House 7485 Wurzbach Parkway, San Antonio, TX 78229	1.0	6 Mo	12,500
4	Housekeeping Services- Audie L. Murphy CLC Offices and Public areas 7400 Merton Minter Blvd. San Antonio 78229	1.0	6 Mo	8,764
5	Housekeeping Services- Audie L. Murphy GL Office Suites and Public areas including EMS, Engineering, Biomed, Safety and Public Corridors/areas and Restrooms 7400 Merton Minter San Antonio 78229	1.0	6 Mo	29,179
6	Housekeeping Services- Audie L. Murphy 1 <sup>st</sup> floor Office Suites and Public areas including HR, Main Lobby, Director's Suite, Voluntary Services, Psychology, other offices, Public Corridors/areas and Restrooms 7400 Merton Minter San Antonio 78229	1.0	6 Mo	61,798
7	Housekeeping Services- Audie L. Murphy 2 <sup>nd</sup> floor Office Suites and Public areas including Voluntary Services, Chaplain Services, Auditorium, Chapels, other offices, Public Corridors/areas and Restrooms 7400 Merton Minter San Antonio 78229	1.0	6 Mo	32,198
8	Housekeeping Services- Audie L. Murphy 3 <sup>rd</sup> floor Office Suites and Public areas including Education, Social Work, Medical Service, Infectious Disease other offices, Public Corridors/areas and Restrooms 7400 Merton Minter San Antonio 78229	1.0	6 Mo	22,326
9	Housekeeping Services - Polytrauma Center – Audie L. Murphy 7400 Merton Minter Blvd. San Antonio, TX 78229	1.0	6 Mo	17,000
10	Housekeeping Services - Villa Serena 4455 Horizon Hill Blvd, San Antonio, TX 78229	1.0	6 Mo	28,526
11	Janitorial Services- Canteen (Kitchen, Dining, Shop and Offices) Food and Nutrition Service Kitchen and Office Suite 7400 Merton Minter Blvd. San Antonio, TX 78229	1.0	6 Mo	21,981

**12. CONTRACTOR PERSONNEL QUALIFICATIONS AND REQUIREMENTS:**

**12.1.Supervision:** The Contractor shall specify a supervisor who shall be responsible for overseeing the performance of contract personnel. The COR will be notified in writing of the Contractor personnel names and of changes in personnel appointed to fulfill this function or substitution of personnel due to illness or leave.

**12.1.1. PRE-WORK ORIENTATION:** Contractor may be required to attend a pre-work orientation meeting prior to the commencement of work on-site. The VA will schedule this meeting and it will include discussion of the following topics: (VA will provide information to the Contractor regarding these topics and will document the meeting)

- a. Fire and Safety
- b. Infection Control
- c. Disaster Procedures
- d. Cyber Security
- e. Other AS DEEMED NECESSARY FOR PROJECT

**12.2.Communication:** Daily effective communication is critical and requires ability to speak, understand, and follow simple instructions in English.

**12.3.Personnel Rosters:** Current written rosters of all regular and alternate Employees will be provided to the COR monthly as changes occur. Employees not listed will not be allowed to work in the facility. Failure to provide full staffing document, contractor shall be penalized IAW PWS.

**12.4.Backup Employees:** The Contractor shall ensure that sufficient backup employees have experience cleaning a health care facility, VA background checks and completed VA course training. Provide a written contingency plan for how contract obligations will be met in case of an emergency. For example, ten people call out sick on the same day. How will the Contractor respond?

### **13. Health Requirements:**

**13.1.Infection Control:** The contractor shall comply with Standard Precautions as defined by the Centers for Disease Control and Prevention in the performance of this contract. The contractor must have orientation on all applicable policies and procedures specified by the South Texas Veterans Health Care System that deal with infection control. The Contractor must have documented proof of training in infection control. A copy of the documented proof will be made available to the CO or COR upon request. The infection control training and associated cost is the responsibility of the Contractor. The Contractor employees and subcontractors must follow JCAHO approved policies regarding infection surveillance, prevention, and control.

**13.2.Employee Physical Examinations:** The Contractor shall employ personnel who are medically fit. Personnel must receive medical clearance prior to starting work at the VA. The Contractor shall be responsible for the cost and completion of initial and subsequent annual physical examinations for Contractor employees. These examinations shall provide, as a minimum, a certified statement from a qualified health care provider that the employee is free of communicable diseases. No personnel shall be assigned to this contract that are not in good physical health or pose a risk to patients. Contractor personnel who acquire a communicable illness shall not perform service under the contract and shall be free of illness before returning to work. Position



entails continuous walking, standing and stooping, reaching and working in limited spaces. Incumbent will be required to perform moderate to heavy lifting (40 to 50 pounds), pushing, pulling, and carrying of furniture and equipment. Exposure to various contagion and infections is a constant hazard as is the danger of cuts and stabs from glass, metal objects and needles found in trash and red bag waste, electrical shocks in equipment and slips on wet floors. Skin rashes and allergies due to strong detergents and disinfectants are possible. Incumbent must work in close proximity to persons who are ill and must adjust accordingly. Work is subject to numerous interruptions by those who are attending or visiting patients.

**13.3. Health:** All employees **must provide** a copy of their immunization record, to reflect:

- 1.Documentation of negative annual TB skin test or recent (within the last year) chest x-ray, if there is a history of a positive TB skin test;
- 2.Evidence of hepatitis B immunity (hepatitis immune titer, if employee has had the immunization series; if no immunity, evidence that employee has started the hepatitis B vaccination series);
- 3.Varicella titer, if employee has not had chicken pox;
- 4.Tetanus immunization within the last 10 years;
- 5.Pertussis immunization once in adulthood;
- 6.Measles, Mumps, and Rubella immunization; and
- 7.Declaration of health form completed by a non-family member health practitioner.
- 8.Should other requirements become mandatory based on National regulatory requirements, the contractor will be notified in advance.

**13.4.**The Government reserves the right to examine or re-examine any employee.

**13.5.**When directed by the VA ICC, all Contractor personnel must take immunizations, or they shall not be allowed to work until reporting to the ICC for release.

**13.6.Reporting Requirements:** The Contractor shall report to the COR all occupational health and preventive medicine information required by the Government and for complying with current JCAHO health records documentation requirements.

**13.7.Health Maintenance:** The Contractor shall refer all employees alleging health problems to a qualified health care provider for diagnosis and treatment. If such an employee is absent for three working days or more due to illness, the Contractor shall require the employee to furnish written certification from a qualified health care provider that the employee is free from all communicable disease(s) and is fit to return to work in a health care facility. The Government reserves the right to examine or re-examine any Contractor employee who meets this criteria.

**13.8.Commercial Standards/Advisory Recommendations:** The following commercial standards and advisory recommendations are applicable to this effort:

- a.Association for the Healthcare Environment (AHE) Practice Guidance for Healthcare Environmental Cleaning manual.
- b.International Sanitary Supply Association (ISSA) and Cleaning Industry Management Standard for Green Buildings (CIMS-GB). The contractor shall maintain ISSA CIMS-GB certification throughout the contract period.
- c.Advisory recommendations of the Association of Peri-Operative Registered Nurses (AORN).

d. Advisory recommendations of the Centers for Disease Control and Prevention (CDC) and The Healthcare Infection Control Practices Advisory Committee (HICPAC), "Guidelines for Environmental Infection Control in Health-Care Facilities".

**13.9. Miscellaneous:** Contractor personnel shall not consume food, snacks, drinks, or tobacco products except during specified break periods in appropriate designated break/smoking areas only. There will be no usage of personal cell phones while on station for personal use. Unauthorized smoking, eating, theft or pilferage by Contractor personnel shall constitute adequate cause for the Government to require that the Contractor immediately remove the offender(s) from employment on the medical facility premises for the duration of this contract.

**13.10. TRAINING:** The contract personnel will be required to go through training required by all Environmental Management employees. The Contractor will ensure training is completed on the following subjects as they apply to the VA health care facilities: Facility Emergency Fire & Safety Program, Accident Reporting, Sexual Harassment and Ethics. At a minimum, Contractor shall cover the following topics listed in 29 Code of Federal Regulation (Labor) 1910.1-1910.1450 which is to be conducted not less than two (2) full days from date of contract award. The Contractor shall provide evidence that its employees are trained for providing Housekeeping services for a healthcare facility in all aspects of cleaning and in the use of all chemicals utilized by the contractor. The Contractor shall ensure that a minimum of 20 hours of job specific training is conducted per period of performance. Training shall include the following:

**13.9.1. Initial Intensive Training:** All employees shall receive initial, intensive training in health care facility housekeeping. Employees, who have never received initial intensive training in health care facility housekeeping, including infection control, shall not be assigned to work until this training requirement is completed. Training shall include, at a minimum, the following topics:

- a. General orientation of basic bacteriological concepts, including the basics of how disease is caused and transmitted, how it can be prevented, reduced or contained through proper environmental sanitation methods.
- b. Infection control orientation, relating duty functions to the technical provisions of this specification.
- c. Proper use and handling of germicidal detergents, supplies, and equipment.
- d. Care and maintenance of Contractor and Government-furnished property.
- e. Familiarization with local fire prevention and safety procedures.
- f. Familiarization with applicable facility policies/regulations and their effect on sanitation services.
- g. Familiarization with the Contractor's procedures manual.
- h. Individual duties and responsibilities.
- i. Procedures for replenishing cleaning supplies and obtaining equipment repair.
- j. Techniques/methods for measuring quality of work performance.
- k. Basic orientation to the facility, function, mission, goals.
- l. Facility emergency fire and disaster program.
- m. Hazardous Communication Standard
- n. Utility Operation
- o. Standard Precautions
- p. Emergency Preparedness

- q.Body Mechanics/Lifting
- r.Accident Reporting
- s.Sexual Harassment
- t.Ethics

#### **14.SECURITY/NATIONAL AGENCY CHECK REQUIREMENTS: INFORMATION SECURITY REQUIREMENTS**

**14.1.General:** Contractors, contractor 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 information and information system security.

#### **14.2.ACCESS TO VA INFORMATION AND VA INFORMATIONS SYSTEMS**

**14.2.1.**A contractor/subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.

**14.2.2.**All contractors, subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors must be in accordance with VA Directive and Handbook 0710, Personnel Suitability and Security Program. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.

**14.2.3.**The contractor or subcontractor must notify the Contracting Officer immediately when an employee working on a VA system or with access to VA information is reassigned or leaves the contractor or subcontractor's employ. The Contracting Officer must also be notified immediately by the contractor or subcontractor prior to an unfriendly termination.

#### **14.3.VA Information Custodial Language**

**a.**Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor/subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA. This clause expressly limits the contractor/subcontractor's rights to use data as described in Rights in Data – General, FAR 52.227-14(d) (1).

**b.**The contractor/subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on contractor/subcontractor electronic storage media for restoration in case any electronic equipment or data used by the contractor/subcontractor needs to be restored to an operating state. If copies are

made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.

- c.If VA determines that the contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to withhold payment to the contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.

#### **14.4.SECURITY INCIDENT INVESTIGATION**

- a.The term "security incident" means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The contractor/subcontractor shall immediately notify the COR and simultaneously, the designated ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor/subcontractor has access.
- b.To the extent known by the contractor/subcontractor, the contractor/subcontractor's notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the contractor/subcontractor considers relevant
- c. With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or should have known of a breach of such information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.
- d.In instances of theft or break-in or other criminal activity, then contractor/subcontractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction, including the VA OIG and Security and Law Enforcement. The contractor, its employees, and its subcontractors and their employees shall cooperate with VA and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The contractor/subcontractor shall cooperate with VA in any civil litigation to recover VA information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

#### **14.5.LIQUIDATED DAMAGES FOR DATA BREACH**

- a.Consistent with the requirements of 38 U.S.C. §5725, a contract may require access to sensitive personal information. If so, the contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the contractor/subcontractor processes or maintains under this contract.

- b. The contractor/subcontractor shall provide notice to VA of a "security incident" as set forth in the Security Incident Investigation section above. Upon such notification, VA must secure from a non-Department entity or the VA Office of Inspector General an independent risk analysis of the data breach to determine the level of risk associated with the data breach for the potential misuse of any sensitive personal information involved in the data breach. The term 'data breach' means the loss, theft, or other unauthorized access, or any access other than that incidental to the scope of employment, to data containing sensitive personal information, in electronic or printed form, that results in the potential compromise of the confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk analysis. Failure to cooperate may be deemed a material breach and grounds for contract termination.
- c. Each risk analysis shall address all relevant information concerning **the data breach**, including the following:
1. Nature of the event (loss, theft, unauthorized access);
  2. Description of the event, including:
    - (a) Date of occurrence;
    - (b) Data elements involved, including any PU, such as full name, social security number, date of birth, home address, account number, disability code;
  3. Number of individuals affected or potentially affected;
  4. Names of individuals or groups affected or potentially affected;
  5. Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;
  6. Amount of time the data has been out of VA control;
  7. The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);
  8. Known misuses of data containing sensitive personal information, if any;
  9. Assessment of the potential harm to the affected individuals;
  10. Data breach analysis as outlined in 6500.2 Handbook, Management of Security and Privacy Incidents, as appropriate; and
  11. Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised. Based on the determinations of the independent risk analysis, the contractor shall be responsible for paying to the VA liquidated damages in the amount of \$37.50 per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:
    1. Notification; Document Destruction Services
    2. One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;
    3. Data breach analysis;
    4. Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;
    5. One year of identity theft insurance with \$20,000.00 coverage at \$0 deductible; and

6. Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

**14.6. INFORMATION SECURITY AND PRIVACY TRAINING** All contractor employees and subcontractor employees requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and its systems;

1. Sign and acknowledge (either manually or electronically) understanding of And responsibilities for compliance with the Contractor Rules of Behavior, VA Handbook 6500.6, Appendix E relating to access to VA information and information systems.
2. Successfully complete the Privacy and Information Security Awareness and Rules of Behavior training and annually complete required security training;
3. Successfully complete the appropriate VA Privacy and HIPAA training and annually complete required privacy training; and
4. Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access to be defined by the VA program official and provided to the contracting officer for inclusion in the solicitation document - e.g., any role based information security training required in accordance with NIST Special Publication 800- 16, Information Technology Security Training Requirements.

a) The contractor shall provide to the contracting officer and/or the COR a copy of the training certificates and certification of signing the Contractor Rules of Behavior for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required.

b) Failure to complete the mandatory annual training and sign the Rules of Behavior annually, within the timeframe required, is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract until such time as the training and documents are complete.

**14.7. SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY**

**RESOURCES:** The contractor, their personnel, and their subcontractors shall be subject to the Federal laws, regulations, standards, and VA Directives and Handbooks regarding information and information system security as delineated in this contract.

**14.8. SECURITY ACCREDITATION PACKAGE:** The C&A requirements do not apply and a Security Accreditation Package is not required.

**14.9. GENERAL SECURITY**

**14.9.1. General:** The Contractor shall perform a security background check of all staff prior to submission of their names to the Government for suitability. The Contractor shall comply with all Government security requirements. Upon written request, by the COR, the Contractor shall submit a list of the names and addresses of all employees hired to perform the work specified in this contract.

**14.9.2. Consequences of Illegal Activities:** Contractor employees who are found in violation of Government security regulations will be immediately removed from the hospital and barred from performing further work under this contract.

**14.9.3.Loitering:** Contractor employees shall not loiter on STXHCS Contracted areas or grounds when in a non-duty status. After completing assigned work shifts, all Contractor personnel shall promptly depart the station.

**14.9.4.Security Checkout Procedures:** The Contractor shall ensure that all employees hired to perform the work specified in this contract, clear the appropriate security office upon termination of their employment. Checkout shall include the return of Government issued passes, keys (see paragraph 7.7.1 above).

**14.10.COMPLIANCE WITH HOSPITAL POLICIES AND PROCEDURES:** Contractor's shall adhere to all hospital policies and procedures related to non-smoking except in designated areas and the requirement for using I.D. badges. In addition, the contractor must also adhere to the Information Security, Records Management and Privacy local and national policies prescribed herein:

**Information Systems Officer, Information Protection:** The contractor shall not have access to VA desktop computers nor shall they have access to online resources belonging to the government while conducting services in the application of complex adaptive systems theory to health care organizations. The certification and accreditation requirements do not apply to this procurement nor is a security accreditation package required.

**Privacy Officer:** The contractor shall have access to Patient Health Information (PHI) and shall have the capability of accessing patient information during the services provided to the VA. All documents accessible to the Contractor shall be de-identified through the destruction of the sensitive information which is the purpose of this contract.

**Records Manager:** The following standard Items relate to records generated in executing this contract and should be included:

a.Citations to pertinent laws, codes and regulations such as 44 U.S.C Chapter 21, 29, 31 and 33; Freedom of Information Act (5 U.S.C. 552); Privacy Act (5 U.S.C. 552a); 36 CFR Part 1222 and Part 1228.

b.Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Government Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest.

c.Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government 'IT' equipment and/or Government records.

d.Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.

e.Contractor shall not create or maintain any records containing any Government Agency records that are not specifically tied to or authorized by the contract.

f.The Government Agency owns the rights to all data/records produced as part of this contract.

g.The Government Agency owns the rights to all electronic information (electronic data, electronic information systems, electronic databases, etc.) and all supporting documentation created as part of this contract. Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.

**h.** Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format [paper, electronic, etc.] or mode of transmission [e-mail, fax, etc.] or state of completion [draft, final, etc.].

**i.** No disposition of documents shall be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the agency records schedules.

**j.** Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under or relating to this contract. The Contractor (and any sub-contractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.