

STATEMENT OF WORK (SOW) AND CRITERIA

SERVICE TO PERFORM LABYRINTH PAINTING AT 2 SOUTH, VA SAN DIEGO HEALTHCARE SYSTEM 664-19-1-5084-0003

1. TITLE:

SERVICE to PERFORM Labyrinth Painting at 2 South.

2. PLACE OF PERFORMANCE:

VA San Diego Healthcare System
3350 La Jolla Village Drive
San Diego, CA 92161-0001

3. PERIOD OF PERFORMANCE:

Ninety (90) calendar days.

4. CONTRACT TYPE:

Firm Fixed Price (FFP)

5. BACKGROUND:

Contract is for the painting of a 28' x 28' with 2' border labyrinth maze on the ground in the mental health exercise yard.

6. OBJECTIVES / SCOPE:

- 6.1. Vendor shall furnish all necessary equipment, expertise, incidentals, labor, materials, parts, supervision, supplies, tools, transportation, and qualified personnel required to perform on-site labyrinth maze painting to include, but not limited to:
 - 6.1.1. Clean ground surface and repair any damaged area within the footprint of the painting.
 - 6.1.2. Layout VA supplied template with 2' border.
 - 6.1.3. Paint design on deck floor using VA supplied paint.
 - 6.1.4. Clean-up and remove all debris and tools each time workers exit the work area.
- 6.2. Upon completion contracted work, Vendor will need to notify the VA Contracting Officer Representative (COR) / designated representative for verification of work being performed in accordance with this Statement of Work (SOW).
- 6.3. The Government reserves the right to accept or reject Vendor's employees for the rendering of services. Complaints concerning Contract Personnel's performance or conduct will be dealt with by the Vendor and VA COR with the final decision being made by the Contracting Officer.

7. CONTRACTOR QUALIFICATIONS & OTHER RESPONSIBILITIES:

- 7.1. Contractor shall obtain all necessary licenses required to perform this work. Contractor shall take all precautions necessary to protect persons and property from injury or damage during the performance of this contract. Contractor shall be responsible for any injury to himself/herself, his/her employees, or others, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by him/her or his/her employees fault or negligence. Contractor shall maintain personal liability and property damage insurance prescribed by the laws of the Federal Government.
- 7.2. Furthermore, contractor and contractor's employees performing on this contract shall have, but not limited to the following qualification, experience, licenses, and certifications:
 - 7.2.1. Contractor its employee(s) performing on this contract shall be asbestos certified because VASDHCS has asbestos in the facility. This asbestos requirement only applies to personnel who will perform the physical installation of equipment and peripheral parts. All other personnel that will not disturb or contact asbestos will not be required to have an asbestos certification. Contractor shall provide the following certificates for assigned personnel prior to the performance of the contract:
 - 7.2.1.1. Current 16-hour Operation and Maintenance Asbestos Training.
 - 7.2.1.2. Current Respirator fit test.
- 7.3. The Government reserves the right to accept or reject Contractor's employee for the rendering of services. Complaints concerning Contract Personnel's performance or conduct will be dealt with by the Contractor and COR with the final decision being made by the Contracting Officer.

8. SAFETY REQUIREMENTS:

- 8.1. All personnel employed by the Contractor in the performance of this contract, or any representative of the Contractor entering VASDHCS shall comply with applicable Federal, State, and VA safety and fire regulations and codes, which are in effect during the performance period of this contract.
- 8.2. Contractor shall perform work in strict accordance with existing relevant, accredited standards and codes to minimize the possibility of injury to personnel, or damage to Government equipment. Every effort shall be made to safeguard human life and property.
- 8.3. Contractor shall comply with all Federal, State, and local requirements regarding workers' health and safety. The requirements include, but are not limited to, those found in Federal and State Occupational Safety and Health Act (OSHA) statutes and regulations, such as applicable provisions of Title 29, Code of Federal Regulations (CFR), Parts 1910 and 1926, NFPA 70E, Article 130.7 29 CFR 1910.132(d)(1)(iii), 29 CFR 1910.137.

8.4. Contractor shall provide all necessary tools, and Personal Protective Equipment (PPE) to perform the work safely, effectively, and timely.

9. NOTIFICATION:

Contractor shall notify / coordinate / schedule ALL work activities with the VA COR / designated representative – TIM CONROY (858) 518-4948.

10. PERFORMANCE MONITORING, INSPECTION AND ACCEPTANCE:

Routine inspections to include acceptance / certification work was completed in accordance with the SOW will be performed by the VA COR / designated representative.

11. CHANGES:

The awarded Vendor is advised that **only** the Contracting Officer, acting within the scope of the contract has the authority to make changes which affect the contract in terms of quality, quantity, price or delivery.

In the event the Vendor effects any such change at the direction of any person other than the Contracting Officer, the change shall be considered to have been made without authority and no adjustment shall be made in the contract terms or price to cover any increase in costs incurred as a result thereof.

12. SECURITY REQUIREMENTS:

N/A. Vendor WILL NOT have access to patient records, data, or VA computer systems.

13. GOVERNMENT FURNISHED EQUIPMENT (GFE) / GOVERNMENT FURNISHED INFORMATION (GFI):

N/A. NO GFE or GFI will be provided to or used by the Vendor.

14. RISK CONTROL:

Submission of VA “Infection Control Risk Assessment” (ICRA) permit(s) required.

15. IDENTIFICATION, PARKING, SMOKING, AND VA REGULATIONS:

Vendor’s shall ALWAYS wear valid and visible identification issued by VA San Diego Police during the entire time they are on the VA Healthcare System campus. It is the responsibility of the Vendor to park only in appropriately designated parking areas.

Parking information is available from the VA Police & Security Service Office. The VA shall not validate or make reimbursement for parking violations of the Vendor’s personnel under any circumstances.

Smoking is prohibited throughout the VA Healthcare System campus except in designated smoking areas.

Possession of **weapons** is prohibited while on the ANY VA Healthcare System campus. Enclosed containers, including tool kits, shall be subject to search / seizure.

Violations of VA regulations may result in citation(s) answerable in the United States Federal District Court, not at/in the local district, municipal, or state court.

16. VA COR / DESIGNATED REPRESENTATIVE:

Name:	TIM CONROY
Department:	Engineering Service
Address:	3350 La Jolla Village Drive, San Diego CA 92161
Phone:	(858) 518-4948
Email:	tim.conroy@va.gov

17. NORMAL WORKING HOURS:

Contractor shall perform services between the hours of 7:30AM through 4:00PM Pacific local Monday through Friday, with exceptions to National Holidays.

18. OVERTIME AND NATIONAL FEDERAL HOLIDAYS:

Any overtime or holiday pay that may be entitled to the Vendor's employees shall be the sole responsibility of the Vendor and shall not be billed to nor reimbursed by the Government. When one of the holidays fall on a Sunday, the following Monday will be observed as a National Federal Holiday. When one of the holidays fall on a Saturday, the preceding Friday will be observed as a National Federal Holiday.

Contractor is not required to provide service(s) on the following U.S. Government holidays nor shall the Contractor be paid for these days:

New Year's Day	January 1
Martin Luther King 's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

19. INFORMATION SECURITY:

In accordance with Appendix A, Handbook 6500.6 Checklist blocks 7, the C&A requirements DO NOT apply to this requirement, and a Security Accreditation Package IS NOT required. The nature of this requirement is technical; however, there is no information to be protected.

20. INSURANCE COVERAGE:

Contractor agrees to procure and maintain, while the contract is in effect, Workers Compensation and Employee's Public Liability Insurance in accordance with Federal and State of California laws. The Vendor shall be responsible for all damage to property, which may be done by him, or any employee engaged in the performance of this contract.

The Government shall be held harmless against any or all loss, cost, damage, claim expense or liability whatsoever, because of accident or injury to persons or property of others occurring in the performance of this contract.

Before commencing work under this contract, the Contracting Officer shall require the Vendor to furnish certification from his/her insurance company indicating that the coverage specified by FAR 52.228-5 and per FAR Subpart 28.307-2 has been obtained and that it may not be changed or canceled without guaranteed thirty (30) day notice to the Contracting Officer.

Vendor is required to provide copies of proof of Workers Compensation and Employee Public Liability Insurance within fifteen (15) calendar days after notification of contract award.

21. VENDOR PERSONNEL BACKGROUND REQUIREMENTS:

The Office of Security and Law Enforcement provides Department-wide policy on the assignment of appropriate position sensitivity designations associated with Department of Veterans Affairs (VA) positions involving national security and public trust responsibilities, and on the level of background investigations required for applicants for, and incumbents of, those positions. In addition to VA employees, the policy and investigative requirements are applicable to Vendor personnel who require access to VA computer systems designated as sensitive.

Personnel who require access to VA computer systems shall be subject to all necessary background investigations and receive a favorable adjudication from the VA Office of Security and Law Enforcement to ensure compliance with such policy. If such investigation has not been completed prior to contract commencement, the Vendor shall be responsible for the actions of those individuals performing under the contract.

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

22. INVOICE AND PAYMENT:

Contractor will be paid in arrears monthly upon submission of a proper invoice for work completed and accepted. Final payment will be withheld until all noted discrepancies are corrected and as-build drawings are approved by the Government (VA). VA-FSC processes / pays all associated transactions for / on VA orders. To successfully submit an invoice to VA-FSC please review "How to Create an Invoice" within the how to guides. All invoices submitted to the VA-FSC should mirror your current submission of invoice, with the below items required. The VA-FSC requires specific information in compliance with the Prompt Pay Act and Business Requirements.

1. Your firm's Tax Payer ID Number (TIN)
2. Your firm's "Remit Address" information
3. The VA Purchase Order (PO) number
4. Your firm's contact information: (Personal Name, Email, and Phone)
5. Your VA point of contact information: (Personal Name, Email, and Phone)
6. The Period of Performance dates (Beginning and Ending)
7. All discount information if applicable (Percent and Date Terms)

For additional information, please contact:

Department of Veteran Affairs Financial Service Center

Phone:	1-877-353-9791
Email:	vafscshd@va.gov

- - - END STATEMENT OF WORK - - -