

DURHAM VAMC (1st & 2nd Shift main campus)

PERFORMANCE WORK STATEMENT JANITORIAL SERVICES

1. General Information

- 1.1. General: This is a non-personal services contract to provide janitorial services for the Durham VA Medical Center (VAMC). The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.
- 1.2. Period of Performance: The period of performance shall be for one (1) base year plus one (1) option years.
- 1.3. Place of Performance:
Durham VAMC
508 Fulton St
Durham, NC 27705
- 1.4. Hours of Operation: The Contractor shall perform services required by this contract 5 days a week, Monday through Friday, 2 Shifts: from 7:00am – 3:30pm and 3:00pm – 11:30pm. The Contracting Officer Representative (COR) must approve any changes to the Contractor's schedule in advance.
- 1.5. Work Schedule/Manpower: Prior to commencing performance under this contract, the Contractor shall provide a proposed work schedule to the COR describing how the services will be accomplished. All work shall be coordinated with the COR or designated representative when accomplished during normal business hours to avoid disruptions or conflicts between the Government functions and the provision of service under this contract.
 - 1.5.1. The contractor shall be responsible for providing a Minimum of 10 Full Time Equivalent (FTE) housekeepers in addition to the management team in order to clean all buildings and square footage per this PWS. 5 FTE on 1st Shift (7:00am-3:30pm) and 5 FTE 2nd Shift (3:30- 11:00pm).
 - 1.5.2. If the contractor cannot provide the required FTE to ensure compliance with this PWS at any time during execution, then the contractor shall notify the COR immediately and provide a "get well" plan. The get-well plan will be less than 60 days in duration and at the date specified or before the specified date the contractor must be within compliance. The "get well" plan shall document the corrective action being taken by the contractor and a timeline as to when the contractor will resume 100% compliance of the PWS. If the contractor cannot obtain compliance within 60 days of the failure to maintain the minimum required FTEs, the contractor will be considered, to be in breach of contract. If there is more than one instance of failure to comply with the minimum FTE requirements within 120 consecutive days the contractor is to be considered in breach of contract.
- 1.6. Buildings: Build #1, Main Campus, Restrooms, common areas, and admin areas.
 - 1.6.1. The government shall provide a list of all buildings, with square footage, to be cleaned by the contractor after contract award.

DURHAM VAMC (1st & 2nd Shift main campus)

PERFORMANCE WORK STATEMENT JANITORIAL SERVICES

- 1.7. Type of Contract: The government will award a Firm Fixed Price contract.
- 1.8. Contract Changes: Additional cleaning required by changes in mission assignments must be documented by a written contract modification. If the contractor receives a request from VA personnel directing or requesting work that the contractor believes is not within the terms of the PWS or the contract, then the contractor must notify the Contracting Officer Representative (COR) and the Contracting Officer of the request. The only person that has the authority to modify the terms of the contract or request work for which compensation will be provided is a Contracting Officer.
- 1.9. Invoicing: All invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests.

VA's Electronic Invoice Presentment and Payment System – The FSC uses a third-party contractor, Tungsten, to transition vendors from paper to electronic invoice submission. Please go to this website: <http://www.tungsten-network.com/US/en/veterans-affairs/> to begin submitting electronic invoices, free of charge.

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

Vendor e-Invoice Set-Up Information:

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

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

2. Definitions & Acronyms

2.1. Definitions:

Aseptic Cleaning. Techniques and procedures used under sterile conditions. Aseptic cleaning is the effort taken to clean the interior of building and keep people free from hospital micro-organisms.

Constant Policing: Contractor's staff shall continuously observe and provide for cleaning as the need arises, including: bathrooms, clean-up of papers and any other debris; removing spills, vomit, spots and marks from walls, loading docks, walkways, floors, carpets and furniture, etc.

DURHAM VAMC (1st & 2nd Shift main campus)

PERFORMANCE WORK STATEMENT JANITORIAL SERVICES

Constant policing shall be provided as part of the overall cleaning necessary to assure a continuously aseptically clean area.

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

Contracting Officer (CO). A person with the authority to enter into, administers, and/or terminates contracts and makes related findings. The Contracting Officer is the only individual who has the authority to contractually bind the Government. The Contracting Officer may designate a Government employee to act as his authorized technical representative.

Contracting Officer Representative (COR). The person has been designated as the authorized representative of the Contracting Officer acting within the limits of his/her authority. This individual shall not be authorized to award, agree to, or sign any contract or modification thereto, or in any way to obligate the payment of money by the Government. The COR advises the Contracting Officer on matters relating to this contract, verifies completion of the work, certifies invoices related to completed work, and ensures compliance with all provisions of the contract.

Corrective Action. Action taken by the Contractor to correct a deficiency and identify the cause(s) of the deficiency.

Custodial Cleaning. Providing an array of cleaning functions that are vital to the daily operation of the facility so as to present a clean facility.

Full Time Equivalent (FTE). Equivalent to one full time worker working 40 hours per week.

Joint Commission (JC). Joint Commission on Accreditation of Healthcare Organizations: The Joint Commission evaluates and accredits nearly 17,000 health care organizations and programs in the United States. An independent, not-for-profit organization, JCAHO is the nation's predominant standards-setting and accrediting body in health care.

Protection. This is preventing damages to surfaces and equipment caused by normal use or improper cleaning procedures.

Quiet Zone. Means normally a noise level of less than 72.dB (A) at five feet from the source in patient-occupied areas.

Soil. – Soil can be visible, such as dust, or can be invisible, such as infections and odors. Soil is, but not necessarily limited to dust, dirt, stains, grease, smudge, streaks, spots, lint, odors, infections, or any agent that is injurious to health. Soil can be removed chemically, mechanically, or by a combination of both. Mechanical soil removal is removing soil with a liquid that contains cleaning agents, such as detergents, disinfectants, sanitizers and sterilizers. The combination of chemical and mechanical methods such as an automatic floor scrubbing machine uses the chemical method to break down and loosen the soil while the mechanical method picks up and

DURHAM VAMC (1st & 2nd Shift main campus)

PERFORMANCE WORK STATEMENT JANITORIAL SERVICES

carries the soil away. Which soil removal method is used depends on the cleaning objectives and on the size, location and type of surface to be cleaned.

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

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

2.2. Acronyms:

CBI	Compliance and Business Integrity
CEH	Certified Executive Housekeeper
COR	Contracting Officer Representative
EPA	Environmental Protection Agency
FTE	Full Time Equivalent
ID	Identification
IT	Information Technology
JC	Joint Commission
IHEA	International Executive Housekeeper Association
NEHA	National Executive Housekeeping Association
OSHA	Occupational Safety and Health Agency
PWS	Performance Work Statement
QASP	Quality Assurance Surveillance Plan
VA	Veterans Affairs
VAMC	Veterans Affairs Medical Center

3. Government Furnished Property, Equipment, and Services

None.

4. Contractor Furnished Items and Services

The Contractor shall provide all equipment, management, supervision, personnel, and transportation except as specified herein as government-furnished, necessary to assure that all services are in accordance with the contract and all applicable laws and regulations. The contractor shall ensure all work meets performance standards specified in this Performance Work Statement (PWS) and referenced documents.

The Contractor shall provide the following for use in all required tasks:

Receptacle Liners (plastic bags) – Compatible with existing fixtures	Plastic Trash Can Liners – <i>Compatible with existing fixtures</i>
Caution Cones or Wet Floor Signs	Dust Pan, Brooms and Brush
Plastic Pail	Bowl Brush
Micro-Fiber Water Bucket & Mop Handle	Rags and Wiping Cloths

DURHAM VAMC (1st & 2nd Shift main campus)

PERFORMANCE WORK STATEMENT JANITORIAL SERVICES

Micro-Fiber Mop Heads	Putty Knife
Scouring Pad	Gloves
Spray Bottle	Corner Brush
Scouring Cleanser	Protective Eye Wear
Polypropylene (fiber) Broom	Dust Mop Handle
Floor Scrubbing Machines	Dust Mop Heads
Vacuums	Other equipment and supplies required to accomplish tasks

The Contractor shall be responsible to ensure all staff has access to the following personal protective clothing and equipment, as required:

Disposable gloves
Eye wear - goggles
Disposable mask
Safety shoes
Respirators

The following cleaning products are approved by Durham VAMC Infection Control. These products are authorized for use & shall be provided by the Contractor, as needed for use in all required tasks:

Type of Disinfectants/ Processing Products	Products	Approved for Use By:		
		Janitorial		
Low Level Disinfectants	PDI Sani-Wipes	X		
	Clorox (Wipes)	X		
	70% Alcohol	X		
	3M Cleaning Products	X		
	PDI Sani-Wipes	X		
Neutral Disinfectant	General Purpose Cleaner	X		
Medical Center Approved Disinfectant Wipe	Glass, Mirror, Window Cleaner	X		
	PDI Sani-Wipes	X		X
	Clorox (Wipes)	X		X

5. Specific Tasks

The Contractor shall complete the following tasks as instructed in this PWS and per all instructions described in Combined EMS Standard Operating Procedures, Ref for Contracted Janitorial Services In

DURHAM VAMC (1st & 2nd Shift main campus)

PERFORMANCE WORK STATEMENT JANITORIAL SERVICES

In addition to other Durham VAMC Medical Center Memorandums (MCMs). The Contractor shall accomplish all general janitorial tasks and cleaning standards according to the following frequency:

CLEANING FREQUENCY

	Restrooms	Linen Rooms	Dayrooms	Offices	Hallways	Utility Rooms	Housekeeping Closets	Inside Entryways	Lobbies	Breezeway	Locker Rooms	Stairwells	Clinics	Nourishment Kitchens	Breakroom	Visitors Rooms	Dining Rooms	Elevator
FLOORS - DUST MOP	D	W	D	3W	D	D	D	*D	*D	D	D	2W	D	D	D	*D	*D	M
FLOORS - WET MOP	*D	M	*D	W*	*D	W	*D	*D	*D	3W*	W	W*	*D	D	D	*D	2W	M
BASEBOARDS - CLEAN	M	M	M	M	M	M	M	M	M	M	M	M*	M	M	M	M	M	M
DOOR JAM - CLEAN	D	D	D	2D	D	D	D	D	D	D	D	D	D	D	D	D	D	D
DOOR TRACKS - CLEAN / REMOVE DEBRIS	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D
STAIRS - DUST MOP	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D
STAIRS - WET MOP												*D						
FLOORS - VACUUM			*2W	*2W	*3W			*D	D	3W*			D	W	*2W	*2W	*2W	M
GLASS - DUST AND CLEAN (INSIDE)	D		D	2W	2W			2W	2W	2W	2W	2W	2W	2W	2W	2W	2W	
INSIDE WINDOWSILLS & LEDGES - CLEAN / DUST	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	
Trash Removal	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D
TOILETS - CLEAN	D			D							D		D					
SINKS - CLEAN	D			D	D	D	D	D	D	D	D		D	D	D	D	D	
BLINDS/SHADES - DUST/CLEAN	W		W	W	W	W		W	W	W	W	W	W	W	W	W	W	
FURNITURE/FURNISHING DUST/CLEAN	D		D	W	W			D	D	D	D		D		D	D	D	
DOORS AND WALLS - DUST/CLEAN	*W	W	*W	W	*W	W	W	*W	W	W	W	W	W	W	W	W	W	W
DRINKING FOUNTAINS - CLEAN					D				D									
DUST & CLEAN VENTS	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W
LIGHTS - DUST- REMOVE BUGS	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W

D = Daily W = Weekly
M = Monthly Y = Yearly
Q = Quarterly

A number before a letter = times per that period
* In addition to specified Frequency, indicates the frequency is the minimum standard, but more frequently if required due to an accident or spill.

5.1. General Janitorial Tasks and Cleaning Standards

DURHAM VAMC (1st & 2nd Shift main campus)

PERFORMANCE WORK STATEMENT JANITORIAL SERVICES

5.1.1. Carpet Maintenance

- a) Vacuum all carpeted areas. Furniture shall be moved for thorough cleaning and replace the furniture after cleaning. Spot cleaning as required so that the carpet presents a uniform and clean appearance, free of spots and stains. The Contractor shall report any tears, burns and raveling to the attention of the COR or designated representative.

5.1.2. Door and Doorjamb: Perform daily cleaning by damp-wiping and polishing unpainted metal doors, washable surfaces of walls, partitions, doors and fixtures, and handrails. Sanitize as needed.

5.1.3. Ducts, Light Fixtures, Vents and Louvers: These areas are to be cleaned and vacuumed Weekly. The ducts shall be cleaned as directed.

5.1.4. Elevators: The Contractor shall clean all interior surfaces, including doors, metal thresholds, tracks, and fans. The contractor once per month using a putty knife or its equivalent, must remove accumulated soil buildup from the elevator floor corners, remove soil build up on the elevator floor baseboards, remove soil build up or debris from elevator floor door tracks and polish stainless steel surfaces on the elevator interior, in addition to cleaning/polishing both sides of the elevator door for all elevators accessible from the contractor's area of cleaning responsibility.

5.1.5. Entrance Area: The Contractor shall sweep landing, steps, sidewalk of front entrance areas, clean the walk-off mats (hose off as required), and remove standing water daily. The Contractor shall damp-mop the entrance and lobby floors once per day. Trash containers located inside and outside of entrances shall be emptied.

5.1.6. Floor maintenance (non-carpeted):

- a) The Contractor shall sweep, dust, and damp mop hard-surfaces, resilient flooring to include normal traffic areas, offices, group rooms, and restrooms. The floors shall be swept, dusted and damp mop using a treated or dust- free method/mop. The Contractor shall ensure that the cleaning includes the corners, edges, and abutments. The Contractor shall tilt or move chairs, trash receptacles, and other easily movable items so as to clean underneath and shall return items to their proper position.
- b) The Contractor shall wet-mop and scrub using germicidal type detergent to sanitize all accessible areas including corners, edges, and abutments. The Contractor shall remove any splash marks or mop streaks on furniture, walls, baseboards, etc., or mop strands remaining in the area. The Contractor shall not mop wood or carpeted floors.

DURHAM VAMC (1st & 2nd Shift main campus)

PERFORMANCE WORK STATEMENT JANITORIAL SERVICES

5.1.7. Furniture and Flat Surface Cleaning:

- a) Low Dusting refers to areas 36” and below: The Contractor shall dust all uncluttered horizontal surfaces within reach with a treated dust cloth (i.e., desks, counters, file cabinets, ledges, bookcases, tables, credenzas, window sills, etc.). The Contractor shall dust vertical surfaces and underneath desks in such a manner as to prevent airborne dust.
- b) The Contractor shall dust furniture items such as chairs, file cabinets and other types of office furniture. The Contractor shall damp-dust other office furniture such as vinyl chairs, lamps, telephones, furniture bases, picture frames. The Contractor shall not dust typewriters, computers, business machines and equipment of similar nature.
- c) The Contractor shall spot clean upholstered furniture as required.
- d) High Dusting refers to areas higher than 36” up to 96”: High dusting includes all the wall surfaces, door frames, shelves, equipment, window sills, ledges, hand rails, etc. that are 96 inches from the floor or more.
- e) The Contractor shall vacuum upholstered furniture; clean behind furniture and corners, in particular. Move items as necessary to ensure thorough and adequate cleaning; replace to original position.
- f) The Contractor shall polish any furniture to protect the finish and/or surface.

5.1.8. Doors (Entrance areas): The Contractor shall clean all glass partitions, interior and exterior glass doors, display cases, directory boards, and draft shields on windows, mirrors and adjacent trim.

5.1.9. Stairwells: The Contractor shall sweep, dust and damp mop once per shift. Lamps, vents, ceiling and wall areas shall be free of cobwebs, dust, debris and insects. The contractor once per month using a putty knife or its equivalent, must remove accumulated soil buildup from the stairwell corners, baseboards, door jams and step treads up one landing and down one landing from the contractor’s area of cleaning responsibility.

5.1.10. Walls: Spot/Clean/Wash. The Contractor shall spot-clean, as required, wall surfaces to remove cobwebs, fingerprints, smudges. The Contractor shall sanitize the walls as needed.

5.1.11. Venetian Blinds: The Contractor shall vacuum and damp clean all blinds to remove surface dust, vacuum drapes in place as required.

5.1.12. Window Cleaning Interior: The Contractor shall wash all windows on interior surfaces, damp-wipe window sashes/sills. The contractor is not responsible for the highest interior windows.

DURHAM VAMC (1st & 2nd Shift main campus)

PERFORMANCE WORK STATEMENT JANITORIAL SERVICES

5.1.13. Dining room, kitchen, and break areas: The contractor shall clean dining room, kitchen, and break areas daily; trash is to be removed. All tables and counter tops are to be wiped down daily and as needed throughout the shift. All kitchen appliances, refrigerators, microwave oven, conventional oven, dishwasher, etc. are to be cleaned daily and as needed.

5.1.14. Ceilings: The Contractor shall dust and remove cobwebs from the ceilings, vents and light fixtures.

5.1.15. Unoccupied Rooms: The Contractor shall clean unoccupied rooms weekly to remove dust from all surfaces, the restroom should be cleaned and the commode flushed to prevent hard water deposits.

5.1.16. Miscellaneous

a) Contractor's Storage Room: The Contractor shall store equipment and supplies in a Government-provided storage room. The Contractor shall maintain the storage room and used only as authorized. The Contractor shall not store food in the room. This storage room shall be clean and odor free at all times.

b) Water Fountains: The Contractor shall empty, rinse and sanitize drinking fountains.

c) Polish Metal. The Contractor shall polish the brass and other metal, aluminum, stainless steel hardware on doors, push bars, and the kicking plates.

5.1.17. Facility Restrooms

a) The Contractor shall clean and sanitize sinks, urinals, and toilets.

b) The floor traps shall always be maintained free from odor.

c) The Contractor shall sweep and wet-mop the floors daily.

d) The Contractor shall damp-wipe walls, doors, partitions, mirrors, shelving, and window frames and sills. The Contractor shall use an approved germicide/detergent in restrooms to disinfect all surfaces of partitions, stalls, faces of toilet bowls, urinals, lavatories, showers, dispensers, and other such surfaces.

e) The Contractor shall damp-wipe and polishes the chrome fixtures.

f) The Contractor shall clean (descale) toilet bowls and urinals.

g) The Contractor shall empty, clean, disinfect, and re-line all sanitary napkin and all waste receptacles.

DURHAM VAMC (1st & 2nd Shift main campus)

PERFORMANCE WORK STATEMENT JANITORIAL SERVICES

5.1.18. Waste

- a) Trash Removal: The Contractor shall pick up and empty all trash or waste receptacles, to include the vending machine/snack areas. The Contractor shall wash and damp-wipe all waste receptacles. The Contractor shall dispose of trash in plastic bags secured with bag ties.

5.2. Administrative, Public, and Common Areas

The Contractor shall clean, disinfect, and perform all tasks for administrative, public, and common areas as described in Attachment 1 of this PWS.

5.3. Contractor Personnel

- 5.3.1. The Contractor shall assign a Certified Executive Housekeeper (CEH) to supervise and train the contracted personnel. The supervisor shall develop and evaluate the environmental sanitation procedures in order to insure compliance with all provisions contained in this contract.
- 5.3.2. The CEH shall have at least one (1) year of prior experience as a CEH Manager within the last three years. Written certification of experience and copies of any formal training program (i.e. National Executive Housekeeping Association (NEHA) shall be submitted to the COR before starting work. The COR's approval must be received prior to an employee working at any of the facilities.
- 5.3.3. Contractor must submit Technical Management Approach package to contracting for evaluation in the response to contracting's Solicitation/Request for Quotation -Bid.

Offeror shall submit company's detailed technical and management approach for completing all requirements of the Performance Work Statement (PWS).

The Government will assess the quality of the offeror's proposed technical/management approach; determine the offeror's understanding of, and knowledge of the performance work statement, objectives, and work requirements.

The offer shall include, but not limited to:

- Provide legible copies of all legally required licenses and permits to operate a business in the geographic area of this contract
 - Provide a copy of the company's Quality Control Plan
- Provide a Contingency Plan that illustrates services can be continued in the event of equipment failures, vehicle failures, other circumstances that would impact the ability to perform services.

DURHAM VAMC (1st & 2nd Shift main campus)

PERFORMANCE WORK STATEMENT JANITORIAL SERVICES

- 5.3.4. Contractor must submit a Past Performance package to contracting for evaluation in the response to contracting's Solicitation/Request for Quotation -Bid..

Past performance information will be utilized to determine the quality of the contractor's past performance as it relates to the probability of success of the required effort. This includes relevant business references in this field of work. The Government will evaluate customer satisfaction, responsiveness to customer needs, and past demonstration of meeting delivery schedules and the delivery of quality services. Emphasis will be on recent, relevant past performance in the previous 3 years. Recent is defined as work performed within the last three years. Relevant is defined as work similar in size and scope of the work described in the Performance Work Statement (PWS).

Past performance information is one indicator of an offeror's ability to perform the contract successfully. Current and relevant information, source of information, context of data, and general trends in Contractor's performance shall be considered as it pertains to the performance of work described in this solicitation. Offerors may provide information on problems encountered on identified contracts and the offeror's corrective action. The Government shall consider this information as well as information obtained from any other sources when evaluating the offeror's past performance.

Since the Government may not necessarily interview all of the sources provided by the offerors, it is incumbent upon the offeror to explain the relevance of the data provided. Offerors are reminded that the Government may elect to consider data obtained from other sources. Offerors with no relevant past performance or whom information is not available, shall not be evaluated favorably or unfavorably on past performance.

- 5.3.5. The CEH shall be available during normal duty hours to respond by telephone within thirty (30) minutes of notification by the COR and shall be available to meet with COR or designated representative within 2 hours after notification to discuss problems areas. After normal duty hours, the CEH or stand-in representative shall be available within 3 hours.
- 5.3.6. The Contractor will ensure that the Durham VAMC on site CEH has a contractor owned/provided desktop computer or laptop that has contractor provided cellular internet service, an established contractor email address to send and receive email correspondence with the COR. Additionally, the contractor computer/laptop must have a printer and scanner capability installed.
- 5.3.7. The contractor's employees shall be fluent in English and shall be able to read, write, speak, understand and communicate effectively in English.
- 5.3.8. Prior to beginning performance under this contract, the Contractor shall provide the following:

DURHAM VAMC (1st & 2nd Shift main campus)

PERFORMANCE WORK STATEMENT JANITORIAL SERVICES

- a) List of employees who will provide services under this contract
- b) Name, telephone number and address of the CEH
- c) List of shift supervisors
- d) Execute a Business Associate's Agreement with Durham Veteran Affairs Medical Center.

5.3.9. The Contractor shall notify the COR in writing whenever there is a change of personnel appointed to fulfill supervisory or shift leader function or when there is a planned absence of key personnel. The CEH shall, in the absence of the Contractor, act as the Contractor Representative. He/she shall have full authority to act for the Contractor on all matters relating to daily operations of this contract.

5.3.10. The Contractor shall not consume food, snacks, or drinks except during specified break periods in appropriate designated break areas only.

5.3.11. The Contractor is responsible for compliance with all appropriate Joint Commission record keeping requirements.

5.3.12. The Contractor shall also be responsible for adhering to all requirements under the Privacy Act due to the possibility that confidential medical record information may be accessible and/or visible to contractor employees during performance of their daily duties. The Contractor shall obtain a signed "Confidentiality Certificate" from each employee prior to allowing them to start work under this contract. The contractor shall keep a copy of confidentiality certificate on site for inspection purposes.

5.3.13. The Contractor is not required to have physical examination prior to work on this contract; however, the Contractor is expected to be in good physical health and able to work in patient care areas without risk to the patients. The Contractor shall not be assigned to this contract if not in good physical health or pose a risk to patients. The Contractor who acquires a communicable illness shall not perform service under the contract and shall be free of illness before returning to work.

5.4. Safety Training Requirements

5.4.1. All OSHA Safety Regulations including 29CFR 1910.28 (I) (10) and 1910.66 subpart D will be strictly adhered to. (Regulation may be located at <http://www.osha.gov/>). All chemicals used on VA property must be accompanied by a Material Safety Data Sheet and be approved by a COR or designee. All materials and equipment will be removed from the facility or stored at the end of the work day.

5.4.2. The Contractor shall take such safety precautions as are necessary to protect the lives and health of occupants of the building during performance of contract requirements. The Contractor shall immediately correct any fire and safety deficiencies caused by his/her personnel.

DURHAM VAMC (1st & 2nd Shift main campus)

PERFORMANCE WORK STATEMENT JANITORIAL SERVICES

5.5. Contractor's Attire and Identification

- 5.5.1. The Contractor shall wear a standard custodial type uniform which is easily recognizable and clearly distinguish them as the "Contractor." Uniforms shall present a neat, distinctive appearance; shall be clean and maintained in good repair; and shall be worn as designed by the manufacturer. Standard custodial type uniform is defined as collared work short (button-down or polo style) and pants or skirt of twill or similar material (no denim). The Contractor shall wear appropriate footwear that will cover the entire foot for safety purposes.
- 5.5.2. Identification Tags/Cards. The Contractor shall wear on the front of the uniform, clearly readable name identification (ID) logo identifying the contractor's and employee's name. The Government will issue ID cards to the Contractor after background checks have been completed. The Contractor shall obtain "Visitors' Badges" during the interim period via VA Police or Human Resource Department.
- 5.5.3. Contractor's Personal Hygiene: The Contractor's attire and presentation shall be appropriate per industry standard.

5.6. Contractor Training

- 5.6.1. Contractor personnel shall not be assigned to work until they have completed initial orientation and required training as indicated below under item 5.5.2. Exception: An exception will be made during the first sixty (60) days of contract performance, whereby Contractor's employees who have had general janitorial and OSHA training will be permitted to start work at the VA medical facilities, on the condition that the training specified herein shall be completed within sixty (60) days after contract effective date. The Contractor shall provide an initial training plan to the COR for approval. The initial plan shall include topics, brief statement of content and method of training. Documentation verifying the content of such training and orientation shall be transmitted to the COR.
- 5.6.2. Contractor-Furnished Training: 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 janitorial 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 period of performance. Training shall include the following:
 - 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.

DURHAM VAMC (1st & 2nd Shift main campus)

PERFORMANCE WORK STATEMENT JANITORIAL SERVICES

- b) Infection control orientation, relating duty functions to the technical provision of this specification.
 - c) Proper use and handling of germicidal detergents, supplies and equipment.
 - d) Care and maintenance of Contractor furnished property.
 - e) Familiarization with local fire preventing and safety procedures.
 - f) Familiarization with applicable facility policies/regulations and their effect on sanitation Services.
 - g) Familiarization with the Contractors procedures manual.
 - h) Individual duties and responsibilities.
 - i) Procedures for replenishing cleaning supplies and obtaining equipment repair.
 - j) Role of Contractor's personnel in the facility and their impact on patient care
 - k) Techniques/methods for measuring quality of work performance
 - l) Basic orientation to the facility, function, mission, goals
 - m) Facility emergency fire and disaster program
 - n) Hazardous Communication Standard
 - o) Utility Operation
 - p) Standard Precautions
 - q) Emergency Preparedness
 - r) Body Mechanics/Lifting
 - s) Accident Reporting
 - t) Sexual Harassment
 - u) Ethics
 - v) TB-Precautions (PPD Hep B)
- 5.6.3. Compliance and Business Integrity (CBI) Awareness Training: The Contractor shall complete initial compliance awareness training within thirty (30) days of contract award effective date. The Contractor shall also meet the annual compliance awareness refresher training. The COR and contractor will coordinate all training with the local CBI office.
- 5.6.4. Remedial Training: When notified, the Contractor shall complete remedial training and education to address any detected compliance issues.
- 5.6.5. Proof of Training: The Contractor shall submit proof of training by providing a copy of the training to the COR or designated representative. The COR will retain proof of training in accordance with applicable Records Control Schedule. In house training proof provided by the contractor to the COR documenting its employees training compliance, must show clearly the employee and trainers printed name, signature and training date to constitute proof of training.

5.7. Contractor's Quality Control Plan

- 5.7.1. The Contractor shall establish and maintain a complete quality control program to ensure the requirements of the contract are met. One copy of the Contractor's basic Quality Control Program shall be provided to the COR 15 days after contract award effective date.

DURHAM VAMC (1st & 2nd Shift main campus)

PERFORMANCE WORK STATEMENT JANITORIAL SERVICES

An updated copy shall be provided the COR as changes occur. The quality control program shall include, but are not be limited to the following:

- a) An inspection system covering the required services. The plan shall specify the areas to be inspected on either a scheduled or unscheduled basis and how often inspections shall be accomplished.
- b) The plan shall provide methods for identifying and preventing deficiencies and how the Contractor shall prevent the level of performance from becoming unacceptable.
- c) On-site records of all inspections conducted by the Contractor and necessary corrective action taken.
- d) A system to record all inspections conducted by the Contractor and record corrective action. These documents shall be made available to the COR or designated representative during the term of the contract.

5.8. Fire Prevention and Emergency Procedures

- 5.8.1. The Contractor shall take such safety precautions as necessary to protect the lives and health of occupants of the buildings.
- 5.8.2. Any hazardous incidents created by the Contractor shall be corrected immediately.
- 5.8.3. The Contractor shall comply with applicable Federal, State, Local and facility safety and fire regulations and codes which are in effect at the beginning of the contract period. The Contractor shall keep abreast of and comply with changes in these regulations and codes applicable to the contract.
- 5.8.4. The Contractor shall follow applicable facility policies concerning fire and/or disaster events.
- 5.8.5. Posting Warning Signs: The Contractor shall display approved warning devices in all areas where operations may cause traffic obstruction or personnel hazard. The cleaning of lobbies and corridors, resulting in a temporary wet or slippery floor surface, shall be, appropriately posted with signs and shall be accomplished so that it will not be necessary for personnel or patients to cross the wet surface to gain access to other areas.

5.9. Building Security and Keys

- 5.9.1. The Contractor shall be responsible for safeguarding all Government property provided for the Contractor's use. At the close of each work period, Government facilities, equipment and materials shall be secured.

DURHAM VAMC (1st & 2nd Shift main campus)

PERFORMANCE WORK STATEMENT JANITORIAL SERVICES

- 5.9.2. The Government shall provide the Contractor with keys to access the required rooms. Access to restricted areas shall be provided to the Contractor by prior arrangements with the COR. With the exception of keys issued to CEH, keys provided to other Contractor personnel shall not be removed from the premises. Keys shall not be duplicated or issued to any other individuals. All keys not issued for the performance of work being accomplished at the present time shall be secured or returned. The COR or designated representative will perform an inventory of keys assigned to the Contractor at the end of the contract period or as needed. Any keys lost by the Contractor will be replaced by the Government, and the Contractor shall be charged the replacement value of the lost key. The Contractor shall also be responsible for any expense incurred for re-keying of the Facility caused by the lost key. The Contractor shall notify the COR of any lost or suspected lost key within 24 hours.
- 5.9.3. The Contractor shall not lend keys or open locked rooms or areas to permit entrance by persons other than the Contractor's assigned staff. The Contractor shall be responsible for securing areas upon completion of duties. There may be certain areas identified by the COR in which Contractor personnel must immediately notify the COR or Security Personnel if a door is found unlocked.
- 5.9.4. When leaving a work area, the Contractor shall turn off lights if the area is unoccupied unless otherwise directed by the COR. The Contractor shall secure and lock the window(s) before leaving the area and if there is difficulty securing the areas, the Contractor shall notify the COR or designated representative.
- 5.9.5. The Contractor shall comply with the security clearances or access controls imposed.
- 5.9.6. The Contractor shall turn in all lost articles found during the performance of duties to the COR or designated representative.
- 5.9.7. If the contractor does not have access to an area due to either not having a key or otherwise, the contractor shall immediately notify the COR and cc the Contracting Officer in writing, so that appropriate action can be taken.

5.10. Interference to Normal Function

The Contractor shall delay or interrupt their work at any time to avoid interference with patient care procedures and the normal function of the facility, including utility services, fire protection systems, and passage of facility patients, personnel, equipment, and carts.

5.11. Damage and Equipment Loss

- 5.11.1. The Contractor shall report damages or disfigurement of Government-owned furnishings, fixtures, equipment, and architectural or building structures to the COR immediately. The Contractor shall provide a written report of any damage or disfigurement to items to the

DURHAM VAMC (1st & 2nd Shift main campus)

PERFORMANCE WORK STATEMENT JANITORIAL SERVICES

COR or designated representative within 24 hours. The Government will not be responsible for Contractor's equipment or belongings that are lost, stolen or damaged.

- 5.11.2. The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation.
- 5.11.3. The Contractor shall use reasonable care or be liable for the cost of repairs and/or replacement of damages to Government-owned equipment, fixtures, furnishings, grounds and architectural or building structures.

5.12. Handling of Government Furniture and Equipment

- 5.12.1. In emergency situations, the Contractor's assistance may be required to help move patients out of harm's way.
- 5.12.2. The COR or designated representative will instruct the Contractor what Government items should not to be moved or otherwise handled. Any medical apparatus in use on or by a patient will not be moved or otherwise handled by the Contractor.

5.13. Conservation of Utilities

- 5.13.1. The Contractor shall instruct employees in utilities conservation practices. The Contractor shall be responsible for operating under condition which precludes the waste of utilities, which shall include:
 - a) The Contractor shall not adjust any mechanical equipment controls for heating, ventilation and air conditioning system unless otherwise directed by the COR or designated representative.
 - b) The Contractor shall turn-off all water faucets or valves when not in usage.
 - c) The Contractor shall not use Government telephones for personal reasons.

5.14. Applicable Regulations and Manuals

- 5.14.1. All work under this contract must be performed in accordance with (1) current Joint Commission Manual (JC); (2) Occupational Safety and Health Agency (OSHA); (3) Environmental Protection Agency (EPA) and Hazardous Materials requirements; (4) Consolidated Local Environmental Standard Operating Procedures (5) Regulations cited in this Performance Work Statement (PWS), (6) the PWS and (7) other industry standards.

DURHAM VAMC (1st & 2nd Shift main campus)

PERFORMANCE WORK STATEMENT JANITORIAL SERVICES

5.14.2. Documents applicable to work described in this section are mandatory and are listed below. The Government will provide the Contractor copies of all regulations, manuals and specifications such as those listed below. Supplements and amendments will be updated and will be considered to be full force and effective immediately upon receipt by the Contractor. The policies and procedures of mandatory directives shall be adhered to at all times. The Contractor shall insure that all mandatory publications are posted and up to date.

- a) Security Clearances, Access Controls, Identification Badges
- b) Facility policies concerning fire / disaster program.
- c) Parking Requirements
- d) Infection Control Manuals

5.15. Required Security Training

5.15.1. The Contractor will not require access to VA sensitive information, Patient Health Information, Patient Identifiable Information or VA information systems.

- a) Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the Contractor Rules of Behavior, Appendix E relating to access to VA information and information systems;
- b) The contractor shall provide to the COR a copy of the any privacy related training certificates required for site contractor compliance by the Privacy Officer 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.
- c) Business Associate Agreement (BAA): The Contractor shall execute a BAA upon award of contract. A copy shall be forwarded to the Privacy Officer.

5.16. Information Security Requirements

5.16.1. The C&A requirements do not apply and that a Security Accreditation Package is not required. The vendor will not be in contact and will not have access to VA sensitive information. VA sensitive information procedures will be followed per VA Handbook 6500.6.

5.16.2. 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.

5.16.3. HIPAA and Protected Health Information Rules: The contractor shall comply with the Privacy, Security, Breach Notification, and Enforcement Rules outlined in 45 CFR Part 160 and Part 164, in their entirety.

DURHAM VAMC (1st & 2nd Shift main campus)

PERFORMANCE WORK STATEMENT JANITORIAL SERVICES

- 5.16.4. VA Information Custodial Language: 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).
- 5.16.5. Security Incident Investigation: 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.
- 5.16.6. Contractor will execute a Business Associate’s Agreement (BAA), with the Durham Veteran Affairs Medical Center, prior to performing any janitorial services at the Durham VAMC. The Contractor has 14 business days to execute a BAA with the Durham VAMC from the date of the contract award.