

**Performance Work Statement**  
**Grease hood cleaning and fire testing to include Hazmat Shed and Data Center**  
**VA Palo Alto Health Care System**

**Section 1: General Information**

1.1 General: This is a non-personal services contract to provide Cleaning and Testing to the Grease Hoods, Hazmat Sheds, and Data Center fire system for the VA Palo Alto Health Care System (VAPAHCS). The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.2 Period of Performance:

- A. Period of performance shall be base year plus four option years.
- a. CLIN Base Year 0001: October 1, 2016 to September 30, 2017
  - b. CLIN Base Year 1001: October 1, 2017 to September 30, 2018
  - c. CLIN Base Year 2001: October 1, 2018 to September 30, 2019
  - d. CLIN Base Year 3001: October 1, 2019 to September 30, 2020
  - e. CLIN Base Year 4001: October 1, 2020 to September 30, 2021

1.3 Place of Performance: Services are required at the following locations. The points of contact (POC) for each location are listed. All work must be coordinated with the COR.

Palo Alto Main Campus 3801 Miranda Ave. Palo Alto, CA 94304 POC: Duke Falcon (650) 493-5000 x64952	Menlo Park Medical Center 795 Willow Rd. Menlo Park, CA 94025 POC: Anthony StJohn (650) 493-5000 x27324	Livermore Medical Center 4951 Arroyo Rd. Livermore, CA 94550 POC: Craig Robbins (925) 373-4700 x35224
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1.4 Hours of Operation: All repairs shall be performed during business hours of 8:00 AM to 4:30 PM Monday through Friday, except Federal Holidays. Contractor may work outside normal business hours by arrangement with the COR if such services are provided without additional charge to the government.

1.4.1 Observed Federal Holidays

January 1	New Year's Day
Third Monday in January	Martin Luther King Jr.'s Birthday
Third Monday in February	President's Day
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day

Fourth Thursday in November	Thanksgiving Day
December	Christmas Day

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

1.6 Invoicing: All invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests.

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

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

Vendor e-Invoice Set-Up Information:

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

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

1.6.1 Payments: Government only paid for services rendered. Government will not pay on any uncompleted or undelivered work, services, or goods.

## **Section 2: Definitions & Acronyms**

### **2.1 Definitions:**

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

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

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

*Work Week.* Monday through Friday, unless specified otherwise.

## 2.2 Acronyms:

COR	Contracting Officer Representative
NFPA	National Fire Protection Association
OEM	Original Equipment Manufacturer
OSHA	Occupational Safety and Health Administration
POC	Point of Contact
PM	Preventative Maintenance
PMI	Preventative Maintenance Inspection
VA	Veterans Affairs
VAPAHCS	Veterans Affairs Palo Alto Health Care System

## **Section 3: Government Furnished Property, Equipment, and Services**

- A. This PWS does not have any government furnish equipment. Contractor shall not use any government own equipment, material, supplies, or tools. Contractor shall furnish all requirements. The government reserves option to terminate the contract in the event that contractor uses government equipment or supplies without written approval from the Contracting Officer and COR.

## **Section 4: Contractor Furnished Items and Services**

The Contractor shall provide all equipment, supplies, management, supervision, personnel, and transportation 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 to include all notes, explanatory material, and appendixes.

### 4.1 Contractors Qualifications:

- A. Contractor shall possess a Californian contractors C-16 license and be certified and by systems manufactures to service and repair Ansul and related Automatic Fire Control Systems or document equivalent system training. Grease hood cleaning shall be performed by certified International Kitchen Exhaust Cleaning Association (IKECA) or equivalent association exhaust cleaning specialists (CECS) or document compliance of all NFPA 72 and 96 grease hood cleaning qualifications and certifications. The Government reserves the right to request and review licenses and certification during the contract period.

## **Section 5: Specific Tasks**

### 5.1 Preventative Maintenance and Testing

- A. Contractor shall provide all tools, materials, equipment, labor, and transportation to perform annual and semi-annual cleaning and fire protection services/ certification of the following grease hoods, exhaust fans, and chemical storage sheds at three divisions of the Veterans Administration Palo Alto Health Care System (VAPAHCS). All cleaning shall be done in accordance with NFPA

96 latest edition. All fire protection service/inspections and certifications shall be performed per NFPA 17A, 96, 10 and 72 latest editions.

- B. Alarm System: Alarm System Contractor shall confirm with the COTR or his designee and Supervisor of the Electronics Shop in charge of the Fire Alarm Systems or his designee prior to impairment, disarming, disabling, discharging or shutting down and or reactivation of any system that is monitored by the building fire protection system. Contractor shall be liable for any charges imposed by the responding fire departments related to a “false alarm” due to their actions or failure to verify fire alarm system deactivation prior to start of work, contractor shall document in writing on his field report, time of fire system deactivation and reactivation, verification of operation and VAPAHCS system verification point of contact.
  - a. Contractor shall verify that all fuel all sources are automatically shut down as per NFPA 72 and 96. Contractor shall document and submit report.
- C. Photographic Documentation: Contractor shall take digital photographs of grease hoods and fans prior to and after all cleaning services. Pictures shall be identified as to division location, building location and hood identification.
- D. Failed Devices: The contractor shall affix a temporary notification on the failed device indicating failure and verbally notify the P.O.C. and COR of failures of fire protection system or failure to clean all equipment included in this contract on the same business day of failed test. If the device is not immediately correctable due to funding or availability of parts, the contractor shall submit a quote to repair to the P.O.C. and COR within 72 hours.
- E. Repair and mandatory replacement parts: Contractor shall only use industry approved repair or maintenance materials and parts during testing and maintenance repair procedures. All fusible links and any other component shall be replaced with new component to meet all NFPA codes and compliance. Contractor shall document model, type, serial number as applicable for all replacement parts.
- F. Contractor shall schedule all work 30 days in advance with COR. Any change will be only authorized by COR.
- G. Only the contractor can make monetary and scope change through modification, which COR has to recommend.
- H. Contractor shall provide update information about system upgrade requirement by Federal, State, and local authorities. Contractor shall provide literature of violations and recommendations of upgrades, if any.

## 5.2 Site Investigation and Conditions Affecting the Work

- A. The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, eclectic power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and condition of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The

Contractor also acknowledges that it has satisfied itself as to the character, quality , and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the , including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

- B. The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.
- C. Contractor has the responsibility to make the determination and request a site walk. Failure to perform a site walk shall not relieve the contractor to complete the contract on time and within budget

### 5.3 Contract Modifications

- A. Throughout the performance of this contract tanks may need to be added or removed from the contract. In the event that the needs change, the Contractor will negotiate with the Contracting Officer to reach a mutually agreeable adjustment to the contract that must be captured in a written modification to the contract.

### 5.4 Safety:

- A. At a minimum contractor, subcontract, and personnel shall wear at all times hard hat, safety glasses, reflective vest, and safety shoes.
- B. No shorts or tank tops shall be permitted.
- C. Contractor shall adhere to OSHA 10 CFR 1910.
- D. Contractor shall be responsible to use appropriate PPE when required by the OSHA and VAPAHCS.
- E. Safety plan shall be submit to the COR within 15 days of awarded contract.
- F. Contractor shall submit Safety Data Sheet for all chemical used at the VAPAHCS. Chemicals must be approved by COR or Safety Services. Safety Data Sheet shall be kept at work site at all times.

- G. Contractor shall comply with Environment Protection Agency standards. No dumping of water or chemical in the storm drains. Contaminates shall be removed from VAPAHCS property and shall be disposed of per all Federal, State, and Local EPA regulation and standards at no additional cost to the government.
  - a. Any penalties incurred due to unlawful disposal of hazardous material or EPA, State, or Local regulation and standards shall be the responsibility of the Contractor.

#### 5.5 Performance Standards:

- A. Contractor shall adhere to the performance standards listed below. Contractor shall adhere to all references in the performance standard to include all notes, explanatory material, and appendixes. The most current edition will be used on all references listed below.
  - a. NFPA 10: Standards for Portable Fire Extinguishers
  - b. NFPA 13: Standards for the Installation of Sprinkler Systems
  - c. NFPA 25: Standards for the Inspection, Testing, and Maintenance of Water-Based Fire Protection System
  - d. NFPA 96: Standards for Ventilation Control and Fire Protection of Commercial Cooking Operations
  - e. NFPA 99: Health Care Facilities Code
  - f. OSHA Standard 29 CFR 1910
- B. If a dispute between two codes arises, the most stringent code shall be enforced.
- C. If contractor has a different code interpretation than the COR then contractor shall have the opportunity to have the Engineering Compliance office review and make decision, which contractor shall accept. The AHJ shall be the Chief of Engineering of VAPAHCS.

#### 5.6 Documentation Requirements

- A. The Contractor shall provide reports to the COR and Compliance Office.
- B. Each report shall include a separate document for Grease Hood and HazMat Container.
- C. Contract shall use approve reporting form. Contractor shall submit reporting form 15 days from award of contract. COR shall review and approve form. Contractor shall adhere to COR reviews.
- D. Submit four (1) hard copies of the completed written report and one CD Rom of the electronic version of the report in Microsoft (i.e. excel, word..) format to the Engineering Compliance Office within seven (7) calendar days of completion of inspection and testing.

## 5.7 Inventory of Equipment

### A. Palo Alto

- a. Semi-Annual and Annual Cleaning & Certification of one (1) Bldg. 100 Main Kitchen Grease Hoods & Fans. Semi-Annual and Annual Fire inspection and certification.
- b. Quarterly and Annual Cleaning & Certification of one (1) Bldg. 100 Main Kitchen Grease Hoods & Fans.
- c. Semi-Annual and Annual Cleaning & Certification of three (3) Bldg. 101 Canteen Grease Hoods & Fans.
- d. Semi-Annual and Annual Service and certification of the Grease Hoods Fire Control Systems for buildings 100 and 101 - total of five (5) hoods.
- e. Semi-Annual and Annual Certification of three (3) Chemical Hazardous Material Storage Sheds, self-contained fire protection systems.
- f. Semi-Annual and Annual Certification of Data Center fire suppression system, reserve tank, and agent.

### B. Menlo Park Division:

- a. Semi-Annual and Annual Cleaning and Certification of one (1) Bldg. 329, Main Kitchen Grease Hood and Fan.
- b. Semi-Annual and Annual Cleaning and Certification of one (1) Bldg. 334 Canteen Grease Hood and Fans.
- c. Quarterly and Annual Cleaning and Certification of one (1) Grill Grease Hood and Fan in Bldg. 334.
- d. Semi Annual and Annual Cleaning of one (1) Bldg. 347 Grease Hood and Fan.
- e. Semi-Annual and Annual Certification of two (2) Chemical Storage Sheds Fire Control Systems.
- f. Semi Annual and Annual Certification of three (3) Grease Hood Fire Control Systems buildings 329 and 334.

### C. Livermore Division:

- a. Semi-Annual Cleaning and Certification Bldg. 64 Dietetics. One (1) unit.
- b. Semi-Annual and Annual Certification of three (2) Chemical Hazardous Material Storage Sheds, self-contained fire protection systems.

## 5.8 Security Requirements

- A. The Certification and Accreditation requirements do not apply and a Security Accreditation Package is not required for this work.
- B. Contractors, contractor personnel, subcontractors, and subcontractor personnel shall be subject to the same Federal laws, regulations, standards, VA directives and handbooks as VA personnel regarding information security under VA Handbook 6500.6, Contract Security, Appendix C.

**Section 6: Attachments**

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