PERFORMANCE WORK STATEMENT (PWS)

FIRE PUMP AND SPRINKLER SYSTEM MAINTENANCE AND MONITORING SERVICE

1. INTRODUCTION:

The United States Department of Veterans Health Administration (VHA) requires services to perform maintenance on the fire pumps and fire sprinkler systems as required by the NFPA standards at the VA Caribbean Healthcare System (VACHS), One Veterans Plaza, 10 Casia St. San Juan, Puerto Rico. The intent of this service is to fully maintain the fire protection systems in proper working order over its expected duration of the contract.

1.1 Objective:

The purpose of this PWS is to define the requirements for the maintenance tasks associated with the wet fire protection system. The intent of this PWS is to fully service and maintain operation of the fire sprinkler and fire pump systems of the VACHS. Work shall be done in accordance with the PWS, specifications and be compliant with referenced codes. The serviced fire sprinkler system shall operate in accordance with NFPA 13, 17A, 20, 25, 72, 96, and 291 as well as the original design intent at installation.

1.2 Scope of Work:

a. The Contractor shall provide all management, supervision, personnel, services, materials, supplies, facilities, transportation, general and specialized equipment necessary to provide test, documentation for the monthly, quarterly, semi-annual and annual inspection, testing and repairs of Facility Wide Fire Protection Systems at the VA Caribbean Medical Center.

b. Inspection, testing, periodic maintenance, repairs, and service work to the fire pumps, sprinkler systems, fire department connections, fire hydrants, standpipes, and fire suppression systems shall be completed in accordance with the manufacturer's recommendations, VA Standards, and with the latest edition of the following:

- NFPA 25; Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems.
- NFPA 13; Installation of Sprinkler Systems.
- NFPA 17A; Standard for Wet Chemical Extinguishing Systems.
- NFPA 72; National Fire Alarm Code.
- NFPA 20; Installation of Stationary Pumps for Fire Protection.
- NFPA 96, Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations.
- NFPA 291 Flow testing of hydrants.

c. Contractor shall be responsible for performing repairs within **four (4) hours** to all Life Safety concern discrepancies as approved by VACHS COR personnel. The contractor shall perform to the standards in this contract.

2. GENERAL REQUIREMENTS:

2.1 Period of Performance.

Period of performance it's expected to be a base year period and four (4) option periods from October 22, 2018 thru October 21, 2023.

All fire protection systems installed by the Fire Alarm Replacement Project (672-11-600), Expand Emergency Department & Observation Project (672-12-101), Seismic Correction Project (672-085A), and any other project shall be tested under the guaranty period.

2.2 Non-Personal Services

- The Government will neither supervise contractor employees nor control the method by which the contractor performs the required tasks.

- The Government will not assign tasks to, or prepare work schedules for, individual contractor employees. The Contractor shall be responsible for managing its employees and guarding against any actions that are of the nature of personal services, or give the perception of personal services as defined in FAR-Part 37, Service Contracting, dated 31 May 2011.

- The Contractor shall notify the Contracting Officer (CO) if any Government requested actions constitute, or are perceived to constitute personal services.

2.3 Location and Hours of Work

2.3.1. Place of Performance: The work is to be performed at the VA Caribbean Healthcare System (VACHS), 10 Casia Street, San Juan, Puerto Rico.

2.3.2 Normal hours of operation:

- The facilities will typically be in operation 24/7. The contractor shall perform work during normal hours as approved by the CO.

- The contractor will generally perform job functions, during normal duty hours between 8:00 a.m. and 4:30 p.m.

- The contractor may work, with prior approval of the CO or COR at no additional cost to the government, during the hours outside normal duty hours.

2.3.3 After hours:

After hours shall be designated as the hours between 4:30 p.m. and 8:00 a.m. Monday through Friday.

2.3.4 Emergency hours:

Emergency hours shall be designated as the hours between 4:30 p.m. Friday evening and 8:00 a.m. Monday morning. Emergency hours shall also include the holidays as noted below in paragraph 2.3.5

2.3.5 Recognized holidays:

Recognized holidays include; New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day. If the holiday falls on Saturday, it is observed on Friday. If the holiday falls on Sunday, it is observed on Monday. Service is required on these days. Contractor shall provide a schedule of specific dates for the monthly, quarterly, semi-annual and annual inspections and testing of entire Fire Alarm System in above mentioned buildings. Schedule must be submitted 7 calendar days after contract award notification and prior to performing contract work.

3. SPECIFIC REQUIREMENTS:

3.1. Specific Tasks: Contractor must contact the appropriate VA Safety Office at least **seven (7) calendar days in advance** of performing test procedures.

3.2 Qualified mechanic / Sprinkler Technician:
The Sprinkler Technician is responsible for performance inspection, testing and preventive maintenance and repair services of water-based fire suppression systems, including but not limited to: valves, sprinklers, couplings, piping and connections, warm motor gongs and alerting devices, tamper switches, pressure switches, backflow preventers and pumps. All tests and inspections are done in accordance with the latest edition of NFPA 13, 17A, 20, 25, 72, 96, and 291 as well as the original design intent at installation. All technicians on site shall hold a NICET Level II water-based inspection certification, High School Diploma, and have a minimum of 8 years of extensive experience within the field of inspecting, testing, and maintaining water-based fire suppression systems and wet chemical extinguishing systems. Inspections, testing, repairs, and maintenance shall only be carried out by an individual, firm, company, partnership or corporation in procession of a **valid Puerto Rico Fire Suppression, Fire extinguisher, and applicable licenses as required by NFPA, Puerto Rico Fire Department, and VACHS.**

The Contractor shall provide proof of qualifications that establish contractor qualifications to perform the work. References of previous projects that are of similar scope are to be provided.

Proof of liability insurance and workmen's compensation insurance are to be provided at the time of quote submittal.

3.3 Acceptance of Work. The Contractor shall provide certification that work was approved and accepted by the COR.

- The Contractor shall coordinate all work and testing of systems with the COR at VACHS. Upon completion of each inspection and/or testing, Contractor shall complete Report of Inspection and Testing, and provide documentation to the VA Safety Office.

- The Contractor, prior to system maintenance, testing or repairs; shall familiarize with the system certificate and available information regarding the system and system alterations, including specifications, serving areas, diagrams, and floor plans. The contractor shall prepare documentation for inventory of all fire protection components to be inspected, tested and maintained in the system.

- The Contractor shall provide security information to COR for access and escort requirements. Information shall be provided at least 14 days prior to work.
  a) Company name and names of workers
  b) Dates of scheduled work.
  c) Level of clearance.
  d) Name of Company for third party contractors.
  e) State whether laptop, digital cameras or other electronics is needed for the task.

- The Contractor shall perform as a minimum, the following visual inspections at the beginning of the contract period and at least once (1) week to ensure proper operation of all system components.

  The contractor shall visually inspect fire protection system components for proper operation, position, and condition as appropriate and as recommended by NFPA. **Refer to Section 4.1.**

  After inspection of all fire protection system components, the contractor shall in writing bring to the attention of the VA Safety Office an inspection report and address any problems revealed from the inspection. Necessary corrective action shall be identified in the written report.

- The fire protection system components shall be physically inspected and tested in accordance with NFPA approved test methods and manufacturer's recommendations. The contractor shall provide all written documentation in English to the VACHS Facilities COR containing the following:

  a) Records shall be completed for all inspections, tests and procedures and shall indicate the procedures performed, NFPA reference, the organization that performed the work, the results and the date completed. The report record must be signed and dated by the person(s) performing the work.

     It is required as part of this contract that the contractor complete and submit to the Safety Office, the National Fire Protection Association forms "Inspection

and Testing Form", as appropriate for the inspection and testing work being performed. The contractor may substitute a similar maintenance, inspection and testing form if acceptable to the Safety Office and must include at a minimum all of the information required by the applicable NFPA code.

a. System information (make, model, all device types)
b. Detailed Pass/Fail report by type of component tested. If a component fails, note component type, location within VACHS, and corrective action needed.
c. Any comments on system (or device) condition as pertains to service life, dependability, and corrective action.
d. Fire alarm certification statement.
e. Refer to Section 4, and 4.1.

b) Contractor shall also tag systems which are found to be defective, in need of corrective action, or are in violation of NFPA Standards.

c) The Contractor shall meet with the Safety Office after each inspection, testing, maintenance, and repair visit is completed to discuss the findings. Each operational and maintenance issue found during the service shall be identified in the report forms and necessary remedial action, if any, explained to the Safety Office by the Contractor.

d) The Contractor shall immediately notify the appropriate Safety Office and Operations Control Center of all items needing maintenance, repairs, replacement or additions which, in the judgment of the Contractor, may be necessary and reasonable to insure the highest degree of protection in accordance with NFPA standards for fire protection systems and 24/7 monitoring.

e) The Contractor shall complete all inspection and testing report forms in a complete and legible manner. A copy of each report shall be delivered electronically to the Safety Office. A hardcopy of each report shall be physically provided to the Safety Office.

4. BASIC SERVICES:

The VACHS fire protection system is connected thru a composition of building's standalone fire detection systems with integrated communication thru the EST1 Edwards System located in the Main Building.

The most current VACHS fire detection system is comprised of the following:

- Main Building: EST1 Edwards System
- CLC: EST1 Edwards System
- South Bed Tower: EST3 Edwards System
- OPA Basement/1st Floor/Underground Parking: Siemens Cerberus
- OPA 2nd Floor: Honeywell Notifier

- Administration Building: Honeywell Notifier
- Old Parking Garage: Siemens Cerberus
- New Parking Garage: Honeywell Notifier
- Generator Building Siemens Fireseeker FS-250
- Caldera Honeywell Firelite

The VACHS ongoing and scheduled projects may add/delete/modify/update the fire detection and fire protection systems.

Inspection, testing, maintenance, repairs, and services shall be performed on the most current VACHS fire protection system as outlined in this PWS.

The Government may incorporate additional fire protection systems within this scope of work via supplemental agreement.

Main Building #1 (partially sprinklered), CLC, Old Multi-level parking garage, and fire hydrants are protected by an existing fire sprinkler system with two diesel fire pumps. The sprinkler system includes two **Clarke Diesel Vertical Turbine Submersible Fire Pump 1,500 GPM (each), an Aurora Jockey Pump, and Metron Inc**. controllers. One diesel fire pump is the backup of the other one.

SBT building is protected by an existing fire sprinkler system with an electric fire pump. The sprinkler system includes an **ITT Vertil Inline 7L83 Fire Pump, 1500 GPM, Grunfus CR-15 Jockey Pump, and Metron Inc.** controllers.

OPA building and underground parking garage is protected by an existing fire sprinkler system with an electric fire pump. The sprinkler system includes an **ITT L14X8F Fire Pump, 1000 GPM, ITT Horizontal Jockey Pump, and Metron Inc.** controllers.

Administration building is protected by an existing fire sprinkler system with an electric fire pump. The sprinkler system includes an **ITT Vertil Inline 7L83 Fire Pump, 300 GPM, Grunfus CR-15 Jockey Pump, and Metron Inc.** controllers.

New Multi-level parking building is protected by a dry sprinkler system.

Main Building #1 Canteen Service is protected by one **6 Gallons ANSUL R-102 and one 9 Gallons ANSUL R-102 fire suppression systems**.

Main Building #1 Recreational Therapy Service is protected by one **3 Gallons ANSUL R-102 fire suppression system.**

Main Building #1 Computer Rooms is protected by one **FM-200 gaseous fire suppression system**. This system is currently out of service and is to be replaced by a **Firetrace system with NOVEC 1230 gaseous extinguishing system**.

4.1. Task Heading.

4.1.0. The contractor shall provide all labor, materials, equipment, repair parts (as required), and supervision in the performance of preventive maintenance and repair services. The following fire protection system components shall be physically inspected and tested in accordance with NFPA approved test methods and manufacturer's recommendations:

a. Conduct annual main drain tests to six (6) main drain risers located in CT, CLC, Boiler, South Bed Tower, Building #1, and Admin. Tests are to be in accordance with latest edition of NFPA 25, "Inspection, Testing and Maintenance of Water based Fire Protection Systems". A report with the test result by main drain is to be received in the VA Safety Office two weeks after all the tests are completed.

b. Conduct annual flow tests of the three (3) electric fire pumps located in Administration Building, South Bed Tower and OPA. A graphic of flow vs. time is to be developed based on the test results. Tests are to be in accordance with the latest edition of NFPA 25. A report with the test result and graph by pump is to be received in the VA Safety Office two weeks after all the tests are completed. This work is to be completed on a Saturday.

c. Conduct annual maintenance and flow tests of the two (2) diesel fire pumps located in Main Building #1. A graphic of flow vs. time is to be developed based on the test results. Tests are to be in accordance with the latest edition of NFPA 25. A report with the test result and graph by pump is to be received in the VA Safety Office two weeks after all the tests are completed. This work is to be completed on a Saturday.

d. Conduct quarterly inspections and maintenance of eight (8) fire department connections (FDC) located in Building #1 (2), South Bed Tower, Laundry, CT, Boiler, CLC front and CLC rear. Inspection and maintenance to be conducted in accordance with latest edition of NFPA 25. A report with the inspection and maintenance result by FDC is to be received in the VA Safety Office two weeks after all the inspection and maintenance is completed.

e. Conduct semi-annual tests of the three (3) automatic fire extinguishing systems located in the Canteen Kitchen Area and Recreational Therapy. Tests are to be in accordance with the latest edition of NFPA 96, "Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations. A report with the tests results is to be received in the VA Safety Office two weeks after all the tests are completed. This work is to be completed after 2:00PM.

f. Conduct inspection, maintenance and tests of eleven (11) fire hydrants located throughout the VA Caribbean Healthcare System premises. Inspection, maintenance and tests are to be in accordance with latest edition of NFPA 291 "Flow testing of hydrants". A report with the tests results is to be received in the VA Safety Office two weeks after all the tests are completed.

g. Conduct weekly fire pump operating tests on the two (2) diesel fire pumps located in Main Building #1. Running tests are to be in accordance with the latest edition of NFPA 25. A

report with the test result by pump is to be received in the VA Safety Office two days after all the tests are completed.

h. Conduct weekly fire pump operating tests on the three (3) electric fire pumps located in Administration Building, South Bed Tower and OPA. Running tests are to be in accordance with the latest edition of NFPA 25. A report with the test result by pump is to be received in the VA Safety Office two days after all the tests are completed.

i. Conduct 5-year standpipe test. Tests are to be in accordance with latest edition of NFPA 25, "Inspection, Testing and Maintenance of Water based Fire Protection Systems". A report with the test result by main drain is to be received in the VA Safety Office two weeks after all the tests are completed. **Refer to Section 4.1.1.A SPRINKLER/STANDPIPE SYSTEM MAINTENANCE REQUIREMENT CHART for timeframe.**

4.1.1 The contractor shall perform the following requirements in accordance with the following frequencies and shall record each testing using appropriate NFPA checklists and standards conforming TJC EC 02 03 05 EP 28:

A. SPRINKLER/STANDPIPE SYSTEM MAINTENANCE REQUIREMENT CHART:

Device	Weekly	Monthly	Quarterly	Semi-annual	Annual
Gauges		Inspect	Inspect		
Main Drains: Control Valve Assembly or Valve					Flow Test, record static and residual pressures
Standpipe					Flow test exercise: (5-years) Admin – 3/2019 SBT – 12/2020 OPA – 2/2022 CLC – 2/2022 Main Bldg. – 2/2022
Fire Department Connections			Inspect		

B. ELECTRIC FIRE PUMP MAINTENANCE MINIMUM REQUIREMENT CHART:

Device	Weekly	Monthly	Semi-annual	Annual
Fire pump (pressure start)	Run test (10 min), NFPA 25 checklist			Flow Test, Plot Curve Points

Device	Weekly	Monthly	Semi-annual	Annual
Coupling alignment				Inspect
Lubricate pump bearings				X
Isolating switch & breaker		Exercise		
Operate manual start			Exercise	Flow Test
Start on emergency power				Exercise
Start/stop pressure setting				Inspect
Pumphouse heat/ventilation functional?	Inspect			
Pump Room drains	Inspect			

C. DIESEL FIRE PUMP MINIMUM REQUIREMENT CHART:

Device	Weekly	Monthly	Semi-annual	Annual
Fire pump (pressure start)	Run test (30 min), NFPA 25 checklist			Flow Test, Plot Curve Points
Pressure relief valve	Inspect			
Coupling alignment				Inspect
Lubricate pump bearings				X
Fuel level	Inspect			
Spills, vents	Inspect			
Operate manual start			Exercise	Flow Test
Engine oil	Inspect			
Coolant level	Inspect			
Engine oil, filter, and coolant				Change

Device	Weekly	Monthly	Semi-annual	Annual
Heat exchanger water flow	Inspect			
Start/stop pressure setting				Inspect
Engine exhaust	Inspect			
Pumphouse heat/ventilation functional?	Inspect			
Battery	Inspect			
Pump Room drains	Inspect			

D. FIRE PUMPS SPECIFIC SYSTEM CHECK REQUIREMENTS:

1. No visible water leaks or standing water (clogged drains).

2. Record all test data, static pressures, residual pressures.

3. Fire pump test shall not activate general alarm (denotes system pressure problems).

4. During weekly pump runs: verify fire pump and jockey pump start and stop pressures.

5. Jockey pump stop pressure shall be equal to or higher than fire pump churn (zero flow) pressure. Jockey pump run cycles should be no more than 10 runs within a 24hr period.

E. FIRE HYDRANT MINIMUN ANNUAL CHECK REQUIREMENTS:

1. Check the appearance of the hydrant.
    a. Remove obstructions around it. Hydrants are required to have a minimum of 3 feet of clearance in all directions.
    b. If paint is needed, paint the hydrant.
    c. Check to see whether the hydrant needs to be raised or lowered (pumper nozzle cap should be no less than 18” and no more than 24” from grade) because of a change in the ground-surface grade. If adjustments are needed, schedule work.
2. On traffic model hydrants, check the breakaway device for damage.
3. Remove one outlet nozzle cap and use a listening device to check main valve for leakage.
4. Check for the presence of water in the hydrant barrel.
5. Attach a section of hose or other deflector to protect the street, traffic, and private property from water expelled at high velocity.
6. Open the hydrant SLOWLY approximately 3 to 5 turns allowing time for air to escape from the hydrant barrel. Then SLOWLY open the hydrant to the full open position to check operation and to flush any foreign material from the interior and the water main.

    a. When the hydrant is flowing full, conduct a flow test.
7. After approximately 3 to 5 minutes check the water condition using a solid white cup.
    a. Look for discoloration and debris.
    b. Continue to flush the hydrant until the water is clear.
    c. If needed, the flow may be reduced by closing down the hydrant SLOWLY.
8. Close the hydrant. Remove the deflector and check the operation of the drain valve by placing the palm of one hand over the outlet nozzle. Drainage should be sufficiently rapid to create noticeable suction. For non-draining hydrants, pump the water from the barrel.
    a. Be aware that some hydrants may not seem to slow down when you turn them. This usually means the hydrant may slam (it will have some slop in the stem and may make a thump sound when closing). This causes water hammer and could cause major damage to the water distribution system. This is why it is imperative that hydrants are closed VERY SLOWLY.
9. Using a listening device, check the main valve for leakage.
10. Replace the outlet nozzle cap. Leave it loose enough to allow air to escape
11. Open the hydrant only a few turns. Allow air to vent from the outlet nozzle cap.
12. Tighten the outlet nozzle cap.
13. Open the hydrant fully. Check for ease of operation. Certain water conditions may cause hard water buildup on the stem threads of toggle and slide-gate hydrants and on the threads of wet-top hydrants. Opening and closing the hydrant repeatedly usually removes this buildup. If the hydrant has no threads in water, but operates with difficulty, check the lubrication before proceeding with the inspection. Other problems that may make operation difficult are stuck packing and bent stems.
14. With the hydrant fully open, check for leakage at flanges, around outlet nozzles, at packing or seals, and around the operating stem. Repair as needed.
15. Partially close the hydrant so the drains open and water flows through under pressure for about 10 seconds, flushing the drain outlets.
16. Close the hydrant completely. Back off the operating nut enough to take pressure of the thrust bearing and packing (about ¼ turn).
17. Remove all outlet-nozzle caps, clean the threads, check the condition of the gaskets, and lubricate the threads with food grade grease. Check the ease of operation of the cap.
18. Check outlet-nozzle-cap chains or cables for free action on each cap. If the chains or cables bind, open the loop around the cap until they move freely. This will keep the chains or cables from kinking when the cap is removed during an emergency.
19. Replace the caps. Tighten them, and then back off slightly so they will not be excessively tight. Leave them tight enough to prevent their removal by hand.
20. Check the lubrication of operating-nut threads. Lubricate per the manufacturer's recommendations.
21. Locate and exercise the auxiliary valve. Leave it in the open position.
22. Repair any damage from running water.

23. If the hydrant is inoperable, tag it with a clearly visible marker and notify the office. This may save fire fighters valuable time in an emergency. Schedule the hydrant for repair.
24. Record inspection in Hydrant Inspection Report

Device	Weekly	Monthly	Semi-annual	Annual
Hydrant Number				Inspect / record
Hydrant Location				Inspect / record
Nozzle Pressure				Inspect / record
Initial Pressure				Inspect / record
Residual Pressure				Inspect / record
Pitot Pressure				Record
Flow GPM				Exercise / record
Time Flushed Min				Record
Water used gal				Record
Paint				Inspect / Repair / Record
Chains				Inspect / record
Caps				Inspect / record
Stems				Inspect / record
Packing				Inspect / record
O-ring				Inspect / record
Top Nut				Inspect / record
Valve				Inspect / record
Valve Seat				Inspect / record
Condition of Water				Inspect / record
Remarks				Record

5. DELIVERABLES

5.1 CONTRACTOR MAINTENANCE AND TEST SPECIFICATIONS

The Contractor shall provide a testing quote that meets current state of Puerto Rico statutes, NFPA standards, and Joint Commission on Accreditation of Healthcare Organization (JC) Safety requirements and frequencies. The quote shall be submitted to the Contracting Officer and the Safety Manager at the VACHS, San Juan PR. The quote shall include a schedule for providing the required services, which shall be subsequently approved prior to commencement of work. All work shall include, but not limited to, the following items:

0001. Fire protection system testing for all listed buildings.

0002. 100% tests and inspections of all weekly fire pumps and associated components.

0003. 100% tests and inspections of all quarterly fire department connections.

0004. 100% tests and inspections of all semi-annual kitchen fire suppression systems.

0005. 100% tests and inspections of all fire electric fire pumps.

0006. 100% maintenance, tests, and inspections of all diesel fire pumps.

0007. 100% tests and inspections of all fire hydrants.

0008. 100% tests and inspections of all main drains.

0009. 100% tests and inspections of all 5-year standpipes.

0010. 100% tests and inspections of all weekly, monthly, quarterly, semi-annual, annual, and 5-years tests in accordance with NFPA regulations, VA fire protection standards, and TJC.

0011. 100% complete documentation of results of all inspections, testing, maintenance, and repairs. Discrepancies found shall be listed on this documentation.

0012. 100% tests and inspections of all failed components in compliance with NFPA standards.

5.2 ROUTINE MINOR MAINTENANCE REPAIRS AND EMERGENCY REPAIRS OF NOTED DISCREPANCIES

The contractor shall evaluate, document, and report all discrepancies resulting from routine and scheduled inspections and testing and whenever VACHS COR or Operation Control Center. All system defects and malfunctions shall be corrected as part of the testing and maintenance of the system under this contract. If a defect or malfunction is not corrected at the conclusion of system inspection, testing, or maintenance, and the defect or malfunction is such that it will result in the inability of the fire protection system to operate adequately in the event of a fire, the VACHS COR shall be informed of the impairment immediately, followed in writing within 24 hours so that corrective action can be taken. The VACHS COR will provide contacts to the contractor for immediate response when impairments compromise system operation. **Refer to sections 9.1.14, 9.1.15, 10.1.4, 10.2.3, and 10.2.7.**

1. The Contractor shall brief the COR of the discrepancy encounter to further evaluate the need for repairs or corrections of each discrepancy noted.
2. The Contractor shall immediately initiate process for repair of any discrepancies that represent a Life Safety concern at the direction and approval of the CO.
3. The Contractor shall present a cost estimate breakdown to the COR, who will then review for appropriateness.
4. Upon review and approval of the cost estimate, the Contractor shall perform repairs of Life Safety concerns in a timely manner. Depending on parts availability, repairs shall occur within 24 hours.

5. Once repairs are completed, the Contractor shall recertify the component or systems that were originally noted as a discrepancy and provide a detailed Report of Corrective Actions.

5.3 REQUIRED MAINTENANCE INSPECTIONS

- Peripherals to be tested per NFPA standards are defined in **Section 4**.

- All weekly, monthly, quarterly, semi-annually, and annual testing period shall include 100% testing of all devices and each device shall be listed on that report.

- All the aforementioned tests and inspections shall be fully documented in an easily legible format. Original copies shall be provided, as well as kept on file at the contractor's service center office and shall be archived for a period of no less than five (5) years and forwarded upon request.

- Contractor shall provide any specialized equipment such as ladders, extension ladders, man lifts, etc., to allow their staff access to devices, etc.

6. **CONTRACT ADMINISTRATION AND MANAGEMENT**

6.1. Quality Control: The contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's quality control program is the means by which he/she assures that any work performed complies with the requirement of the contract. After acceptance of the quality control plan the contractor shall receive the contracting officer's acceptance in writing of any proposed change to his QC system.

6.2. Quality Assurance: The government will evaluate the Contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

- Annual tests are to be completed at one (1) year from the date of the last event, plus or minus 30 days.
- Semiannual tests are to be completed 6 months from the date of the last event, plus or minus 20 days.
- Quarterly tests are to be completed every three (3) months plus or minus 10 days.
- Zero deviation from the periods specified above will be permitted.

6.3. Type of Contract: The government will award a fixed-price service contract.

6.4 VACHS Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any VACHS award conference convened by the contracting activity or contract administration

office in accordance with Federal Acquisition Regulation Subpart 42.5. The Contracting Officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the contracting officer will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

6.5 Contracting Officer Representative (COR): The (COR) will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract: perform inspections necessary in connection with contract performance: maintain written and oral communications with the Contractor concerning technical aspects of the contract: issue written interpretations of technical requirements, including Government drawings, designs, specifications: monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies; coordinate availability of government furnished property, and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

6.6 Key Personnel: The follow personnel are considered key personnel by the government: Safety Engineer, Safety Manager and Safety Specialist. **The Contractor shall provide a contract manager who shall be responsible for the performance of the work.** The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the contracting officer. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The contract manager or alternate shall be available between 8:00 a.m. to 4:30p.m., Monday thru Friday except Federal holidays or when the government facility is closed for administrative reasons.

6.7 Qualifications for all key personnel are listed below:

- Contract Manager and Technicians. **Refer to Section 3.2 Qualified Technicians**

- Identification of Contractor Employees: All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed. Contractor personnel will be required to obtain and wear identification badges issued by VA in the performance of this contract.

6.8 Contract Management

- The contractor shall establish clear organizational lines of authority and responsibility to ensure effective management of the resources assigned to the requirement.

- The contractor shall provide the necessary resources and infrastructure to manage, perform, and administer the contract.

6.9 Contract Administration

- The contractor shall establish processes and assign appropriate resources to effectively administer the requirement.

- The contractor shall respond to Government requests for contractual actions in a timely fashion.

- The contractor shall have a single point of contact between the Government and contractor personnel assigned to support contracts and/or task orders.

- The contractor shall assign work effort and maintaining proper and accurate time keeping records of personnel assigned to work on the requirement.

- The contractor shall complete inspection, testing, and maintenance within established timelines. **Refer to Sections 4.1, 5, and 6.2.**

6.10 Personnel Administration

The contractor shall provide the following management and support as required:

- The contractor shall provide for employees during designated Government non-work days or other periods where Government offices are closed due to weather or security conditions.

- The contractor shall maintain the currency of their employees by providing initial and refresher training as required to meet the PWS requirements.

- The contractor shall make necessary travel arrangements for employees.

- The contractor shall provide administrative support to employees in a timely fashion (e.g., time keeping, leave processing, pay, emergency needs).

6.11 Subcontract Management

- The contractor shall be responsible for any subcontract management necessary to integrate work performed on this requirement.

- The contractor shall be responsible and accountable for subcontractor performance on this requirement. Subcontractor shall meet **Section 6.7** for the equipment tasked to.

- The prime contractor will manage work distribution to ensure there are no organizational conflict of interest considerations. Contractors may add subcontractors to their team after notification to and approval by the contracting officer or the contracting officer's representative (COR). The Government reserves the right to permit or not permit cross teaming.

6.12 Contractor Personnel, Disciplines, and Specialties

- The contractor shall accomplish the assigned work by employing and using qualified personnel with appropriate combinations of education, training, and experience. **Refer to Sections 3.2, and 6.7.**

- The contractor shall match personnel skills to the work or task.

7. SECURITY REQUIREMENTS:

Contractor personnel performing work under this contract must have a good conduct certificate at the time of the quote submission, and must maintain the level of security required for the life of the contract. VA will provide a badge (Flash Pass) to the contractor staff to be used at all times when in the VA premises.

a. In the event keys, other than master keys, are lost or duplicated, the Contractor shall, upon direction of the Contracting Officer, re-key or replace the affected lock or locks; however, the Government, at its option, may replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the Government, the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment due the Contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the Government and the total cost deducted from the monthly payment due the Contractor.

b. The Contractor shall prohibit the use of Government issued keys/key cards by any persons other than the Contractor's employees. The Contractor shall prohibit the opening of locked areas by Contractor employees to permit entrance of persons other than Contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the Contracting Officer.

c. Lock Combinations: The Contractor shall establish and implement methods of ensuring that all lock combinations are not revealed to unauthorized persons. The Contractor shall ensure that lock combinations are changed when personnel having access to the combinations no longer have a need to know such combinations. These procedures shall be included in the Contractor's Quality Control Plan.

7.1 VA INFORMATION CUSTODIAL LANGUAGE:

d. 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.

e. 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.

f. 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.

g. 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.

7.2 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, the 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.

7.3 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. The Government has unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract will be Government owned and the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials cannot be used or sold by the contractor without written permission from the Contracting Officer. All materials supplied to the Government will be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

7.4 SECURITY CONTROLS COMPLIANCE TESTING:

On a periodic basis, VA, including the Office of Inspector General, reserves the right to evaluate any or all of the security controls and privacy practices implemented by the contractor under the clauses contained within the contract. With 10 working-days' notice, at the request of the government, the contractor must fully cooperate and assist in a government-sponsored security controls assessment at each location wherein VA information is processed or stored, or

information systems are developed, operated, maintained, or used on behalf of VA, including those initiated by the Office of Inspector General. The government may conduct a security control assessment on shorter notice (to include unannounced assessments) as determined by VA in the event of a security incident or at any other time.

8. TRAINING/MEETINGS:

a. All contractor employees and subcontractor employees requiring access to VA information and VA information systems shall complete VA Privacy and Information Security Awareness and Rules of Behavior Training before being granted access to VA information and its systems.

   i. Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the *Rules of Behavior* before being granted access to VA information and its systems.

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

c. 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.

9. DEFINITIONS AND ACRONYMS:

9.1. DEFINITIONS

9.1.1. 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.

9.1.2. CONTRACTING OFFICER. A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.

9.1.3. CONTRACTING OFFICER'S REPRESENTATIVE (COR). An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

9.1.4. DEFECTIVE SERVICE. A service output that does not meet the standard of performance associated with the Performance Work Statement.

9.1.5. DELIVERABLE. Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.

9.1.6. KEY PERSONNEL. Contractor personnel that are evaluated in the direct comparison process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the quote.

9.1.7. PHYSICAL SECURITY. Actions that prevent the loss or damage of Government property.

9.1.8. QUALITY ASSURANCE. The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

9.1.9. QUALITY ASSURANCE Surveillance Plan (QASP). An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

9.1.10. QUALITY CONTROL. All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

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

9.1.12. WORK DAY. The number of hours per day the Contractor provides services in accordance with the contract.

9.1.12. WORK WEEK. Monday through Friday, unless specified otherwise.

9.1.13. PREVENTIVE MAINTENANCE: Includes system performance checks, examination, cleaning, adjustment, calibration, testing, temporary disable or disconnect components systems and restore systems back to normal conditions to allow other jobs, repairs and major renovations of the facility. Repairing and troubleshooting of all systems and system components including replacement of components as necessary to keep the system in reliable condition and proper working operation. Shall also include work related to the sprinkler flow switches, tamper switches, supervisory switches, batteries, door holders, duct detectors, smoke detectors, heat detectors, pull stations, strobe lights, bells and speakers.

9.1.14. REPAIR SERVICE: Includes the priority maintenance (Routine) on a call basis for inoperable equipment consisting of initial diagnosis, testing and diagnostic, replacement of repair parts (as required), and necessary repairs of all malfunction to ensure equipment is in an operational status. The Contractor shall complete the work within the scope of the service call and/or performed inspection within two (2) working days after notification receipt. Repaired device/equipment shall be re-tested per appropriate NFPA standard.

9.1.15. EMERGENCY REPAIR SERVICE: Includes the immediate repair services on a call basis for inoperable equipment. Service includes all required repairs to bring the equipment to an operational status considering malfunction is causing immediate work stoppage to the service. Contractor staff is to be in VA facility in four (4) hours.

9.2. ACRONYMS:

CFR	Code of Federal Regulations
COR	Contracting Officer Representative
FAR	Federal Acquisition Regulation
FACP	Fire Alarm Control Panel
CO	Contracting Officer
POC	Point of Contact
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
TE	Technical Exhibit
VACHS	VA Caribbean Health Care System
CLC	Community Living Center
NFPA	National fire Protection Association

10. GOVERNMENT FURNISHED ITEMS AND SERVICES:

10.1. Facilities: The Government will provide technical drawings to the contractor.

10.1.2 Utilities: The Government will provide electricity and water for the contractor's use in performance of tasks outlined in this PWS. If utilities are furnished, the following is required: The Contractor shall instruct employees in utilities conservation practices. The contractor shall be responsible for operating under conditions that preclude the waste of utilities.

10.1.3 Equipment: The Government will not supply any equipment to the contractor.

10.1.4 Repair Services: The Contractor shall cover repairs with a cost up to $500.00. Government will cover costs in excess of $500.00. Repairs that are expected to exceed $500 must first receive written approval of the Contracting Officer and COR prior to work commencing. **Refer to section 9.1.14, 9.1.15, 10.2.3, and 10.2.7.**

10.2. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

10.2.1. General: The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract that are not listed under TE 3 of this PWS.

10.2.2 Contractor shall provide and bear the cost of labor and parts under the contract for maintaining the specified equipment in good operating condition when such labor and parts are required because of normal wear and tear.

10.2.3 All maintenance (preventive, repair service, and emergency repair service) shall include replacement of parts deemed necessary by the contractor. All parts shall be furnished on an exchange basis and will be new standard parts or parts of equal quality. Exchange parts removed from the equipment in the schedule become the property of the contractor.

10.2.4 The Contractor is expected to establish the availability of parts and materials likely to be periodically required in the accomplishment of the service herein stated and to stock at no additional cost to the Government any such parts that cannot readily be obtained from local or nearby sources.

10.2.5 Any part or material damaged due to maintenance work performed by the contractor shall be repaired or replaced at no additional cost to the government.

10.2.6 Furnish all tools, test instruments, cleaning materials to perform the service. Replacement parts required will be furnished by the contractor. This replacement will be a maximum of up to 5 Field Devices monthly defined as Smoke Detectors, Heat Detectors, Pull Station, Horn/Strobes, Duct Detectors, Relay Modules, and Input Modules. The VA will provide the cost for any other additional Field Device or Control Panel Module such as Zone, Communication or Main Board, Keyboard or Remote Annunciator as deemed necessary

10.2.7 Repair services with a unit cost of less than $500.00 shall be cover at no additional cost to the government. The Contractor shall provide a breakdown of costs listing labor and parts separately for each repair service and/or preventive maintenance. A combination of repair services to correct multiple deficiencies and exceed the $500.00 threshold shall not be accepted. Repair Services with a unit cost of more than $ 500.00 will be paid by the Government. Refer to section 9.1.14 and 10.1.4.

11. TECHNICAL EXHIBIT 1

Performance Requirements Summary

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

Performance Objective (The Service required—usually a shall statement)	**Standard**	**Performance Threshold**	**Method of Surveillance**

PRS # 1. The contractor shall provide services for inspecting and testing the fire protection system components of the VACHS facility.	The Joint Commission EC.02.03.05. The hospital maintains fire safety equipment and fire safety building features.	Zero deviation from standard	Quarterly surveillance by safety staff through inspection of quarterly reports received from contractor

12. TECHNICAL EXHIBIT 2

DELIVERABLES SCHEDULE

Deliverables Documents	Frequency	# of Copies	Medium/Format	Submit To
Report of inspections, tests including identification of device, location, date of test and outcome.	1. Weekly 2. Monthly 3. Quarterly 4. Semi-annual 5. Annual	Original and one copy.	To be provided in Excel Spreadsheet	Safety Office ATTN: Safety Manager
Description of work completed. With Date and time work start and ended. Signature of the Contractor's technician performing the work indicating the work has been completed. Must have a Signature block for authorized government representative or COR to indicate the work was performed. Signature does not indicate satisfactory performance. A print out of the fire alarm panel detailing	At time of visit	One copy	Hard copy	Safety Office or Operation control Staff Reports are due upon completion of work (working copy) and 10 working days after with final copy/certification

Deliverables Documents	Frequency	# of Copies	Medium/Format	Submit To
each device tested and its performance (pass/not pass)				

13. REFERENCES

APPLICABLE STANDARDS AND REGULATORY GUIDANCE.

The following standards will be utilized for performing work contained in this Performance Work Statement:

- NFPA 25; Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems.
- NFPA 13; Installation of Sprinkler Systems.
- NFPA 17A; Standard for Wet Chemical Extinguishing Systems.
- NFPA 72; National Fire Alarm Code.
- NFPA 20; Installation of Stationary Pumps for Fire Protection.
- NFPA 96, Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations.
- NFPA 101; Life Safety Code, latest edition
- NFPA 291; Flow testing of hydrants
- Code of Federal Regulation (CFR) 1910
- CFR 1926
- CFR 1960
- VHA Handbook 7701.1
- VHA Directive 7700
- The Joint Commission EOC Chapter
- MP-3 Part 3 Chapter 4
- Joint Commission Environment of Care standards