

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO. 518-13-1-4829-0035		PAGE 1 OF	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA240-13-Q-0118	
6. SOLICITATION ISSUE DATE 05-22-2013		7. FOR SOLICITATION INFORMATION CALL: a. NAME Stephanie M. Goe		b. TELEPHONE NO. (No Collect Calls) 412-822-3488		8. OFFER DUE DATE/LOCAL TIME 05-28-2013 11:00 PM EST	
9. ISSUED BY US Department of Veterans Affairs Veterans Health Administration Service Area Office (SAO) East 323 North Shore Drive, Suite 500 Pittsburgh PA 15212-5319				CODE 00240E			
10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 811310 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) Y SIZE STANDARD: \$7 Million							
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS N/A		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP							
15. DELIVER TO US Department of Veterans Affairs Veterans Health Administration VA Healthcare System Bedford MA 01730				CODE 00240E 16. ADMINISTERED BY US Department of Veterans Affairs Veterans Health Administration Service Area Office (SAO) East 323 North Shore Drive, Suite 500 Pittsburgh PA 15212-5319			
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE 00240E US Department of Veterans Affairs Financial Services Center (FSC) P.O. Box 149971 Austin TX 78714-8971			
TELEPHONE NO.		DUNS:		DUNS+4:		PHONE: FAX:	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) STEPHANIE M. GOE CONTRACTING OFFICER		31c. DATE SIGNED	

Table of Contents

SECTION A.....	1
A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS.....	1
SECTION B - CONTINUATION OF SF 1449 BLOCKS.....	3
B.1 CONTRACT ADMINISTRATION DATA.....	3
B.2 Price/Cost Schedule.....	4
Item Information.....	4
SECTION C - CONTRACT CLAUSES	17
C.1 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999).....	17
C.2 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989).....	17
C.3 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012).....	17
C.4 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984).....	18
C.5 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2013).....	19
SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS	25
D.2 – WAGE DETERMINATION.....	25
SECTION E - SOLICITATION PROVISIONS	27
E.1 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)	29
E.2 EVALUATION CRITERIA.....	29

SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

(continuation from Standard Form 1449, block 18A.)

1. Contract Administration: All contract administration matters will be handled by the following individuals:

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 00240E
US Department of Veterans Affairs
Veterans Health Administration
Service Area Office (SAO) East
323 North Shore Drive, Suite 500
Pittsburgh PA 15212-5319

2. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor will be made in accordance with:

[X] 52.232-34, Payment by Electronic Funds Transfer -
Other than Central Contractor Registration, or
[] 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly []
b. Semi-Annually []
c. Other [MONTHLY]

4. GOVERNMENT INVOICE ADDRESS: All invoices from the contractor shall be mailed to the following address:

US Department of Veterans Affairs
Financial Services Center (FSC)

P.O. Box 149971
Austin TX 78714-8971

ACKNOWLEDGMENT OF AMENDMENTS: The offeror acknowledges receipt of amendments to the Solicitation numbered and dated as follows:

AMENDMENT NO	DATE

B.2 Price/Cost Schedule

Item Information

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Contract Period: Base POP Begin: 06-17-2013 POP End: 06-16-2014 Annual Testing of the Fire Alarm System, per SOW, para 1, "FIRE ALARM SYSTEM"	1.00	YR		
0002	Contract Period: Base POP Begin: 06-17-2013 POP End: 06-16-2014 Semi-Annual Testing of the Fire Alarm System, per SOW, para 1, "FIRE ALARM SYSTEM"	2.00	JB		
0003	Contract Period: Base POP Begin: 06-17-2013 POP End: 06-16-2014 Quarterly Testing of the Fire Alarm System, per SOW, para 1, "FIRE ALARM SYSTEM"	4.00	JB		
0004	Contract Period: Base POP Begin: 06-17-2013 POP End: 06-16-2014 "Two-Year" Testing of the Fire Alarm System, per SOW, para 1, "FIRE ALARM SYSTEM"	1.00	YR		
0005	Contract Period: Base POP Begin: 06-17-2013 POP End: 06-16-2014 Annual Testing of the Fire Sprinkler System, per SOW, para 2, "FIRE SPRINKLER SYSTEM"	1.00	YR		
0006	Contract Period: Base POP Begin: 06-17-2013 POP End: 06-16-2014 Semi-Annual Testing of the Fire Sprinkler System, per SOW, para 2, "FIRE SPRINKLER SYSTEM"	2.00	JB		
0007	Contract Period: Base POP Begin: 06-17-2013 POP End: 06-16-2014 Quarterly Testing of the Fire Sprinkler System, per	4.00	JB		

	SOW, para 2, "FIRE SPRINKLER SYSTEM"				
0008	Contract Period: Base POP Begin: 06-17-2013 POP End: 06-16-2014 Annual Standpipe Flow Test, per SOW, para 3, "STANDPIPES AND FIRE PUMPS"	1.00	YR		
0009	Contract Period: Base POP Begin: 06-17-2013 POP End: 06-16-2014 Annual Fire Pump Full Flow Test, per SOW, para 3, "STANDPIPES AND FIRE PUMPS"	1.00	YR		
0010	Contract Period: Base POP Begin: 06-17-2013 POP End: 06-16-2014 Weekly Fire Pump Test, per SOW, para 3, "STANDPIPES AND FIRE PUMPS"	52.00	WK		
1001	Contract Period: Option 1 POP Begin: 06-17-2014 POP End: 06-16-2015 Annual Testing of the Fire Alarm System, per SOW, para 1, "FIRE ALARM SYSTEM"	1.00	YR		
1002	Contract Period: Option 1 POP Begin: 06-17-2014 POP End: 06-16-2015 Semi-Annual Testing of the Fire Alarm System, per SOW, para 1, "FIRE ALARM SYSTEM"	2.00	JB		
1003	Contract Period: Option 1 POP Begin: 06-17-2014 POP End: 06-16-2015 Quarterly Testing of the Fire Alarm System, per SOW, para 1, "FIRE ALARM SYSTEM"	4.00	JB		
1004	Contract Period: Option 1 POP Begin: 06-17-2014 POP End: 06-16-2015 Annual Testing of the Fire Sprinkler System, per SOW, para 2, "FIRE SPRINKLER SYSTEM"	1.00	YR		
1005	Contract Period: Option 1 POP Begin: 06-17-2014	2.00	JB		

	POP End: 06-16-2015 Semi-Annual Testing of the Fire Sprinkler System, per SOW, para 2, "FIRE SPRINKLER SYSTEM"				
1006	Contract Period: Option 1 POP Begin: 06-17-2014 POP End: 06-16-2015 Quarterly Testing of the Fire Sprinkler System, per SOW, para 2, "FIRE SPRINKLER SYSTEM"	4.00	JB		
1007	Contract Period: Option 1 POP Begin: 06-17-2014 POP End: 06-16-2015 Annual Standpipe Flow Test, per SOW, para 3, "STANDPIPES AND FIRE PUMPS"	1.00	YR		
1008	Contract Period: Option 1 POP Begin: 06-17-2014 POP End: 06-16-2015 Annual Fire Pump Full Flow Test, per SOW, para 3, "STANDPIPES AND FIRE PUMPS"	1.00	YR		
1009	Contract Period: Option 1 POP Begin: 06-17-2014 POP End: 06-16-2015 Weekly Fire Pump Test, per SOW, para 3, "STANDPIPES AND FIRE PUMPS"	52.00	WK		
2001	Contract Period: Option 2 POP Begin: 06-17-2015 POP End: 06-16-2016 Annual Testing of the Fire Alarm System, per SOW, para 1, "FIRE ALARM SYSTEM"	1.00	YR		
2002	Contract Period: Option 2 POP Begin: 06-17-2015 POP End: 06-16-2016 Semi-Annual Testing of the Fire Alarm System, per SOW, para 1, "FIRE ALARM SYSTEM"	2.00	JB		
2003	Contract Period: Option 2 POP Begin: 06-17-2015 POP End: 06-16-2016 Quarterly Testing of the Fire Alarm System, per SOW, para 1, "FIRE	4.00	JB		

	ALARM SYSTEM"				
2004	Contract Period: Option 2 POP Begin: 06-17-2015 POP End: 06-16-2016 "Two-Year" Testing of the Fire Alarm System, per SOW, para 1, "FIRE ALARM SYSTEM"	1.00	YR	_____	_____
2005	Contract Period: Option 2 POP Begin: 06-17-2015 POP End: 06-16-2016 Annual Testing of the Fire Sprinkler System, per SOW, para 2, "FIRE SPRINKLER SYSTEM"	1.00	YR	_____	_____
2006	Contract Period: Option 2 POP Begin: 06-17-2015 POP End: 06-16-2016 Semi-Annual Testing of the Fire Sprinkler System, per SOW, para 2, "FIRE SPRINKLER SYSTEM"	2.00	JB	_____	_____
2007	Contract Period: Option 2 POP Begin: 06-17-2015 POP End: 06-16-2016 Quarterly Testing of the Fire Sprinkler System, per SOW, para 2, "FIRE SPRINKLER SYSTEM"	4.00	JB	_____	_____
2008	Contract Period: Option 2 POP Begin: 06-17-2015 POP End: 06-16-2016 Annual Standpipe Flow Test, per SOW, para 3, "STANDPIPES AND FIRE PUMPS"	1.00	YR	_____	_____
2009	Contract Period: Option 2 POP Begin: 06-17-2015 POP End: 06-16-2016 Annual Fire Pump Full Flow Test, per SOW, para 3, "STANDPIPES AND FIRE PUMPS"	1.00	YR	_____	_____
2010	Contract Period: Option 2 POP Begin: 06-17-2015 POP End: 06-16-2016 Weekly Fire Pump Test, per SOW, para 3, "STANDPIPES AND FIRE PUMPS"	52.00	WK	_____	_____
3001	Contract Period: Option 3 POP Begin: 06-17-2016 POP End: 06-16-2017	1.00	YR	_____	_____

	Annual Testing of the Fire Alarm System, per SOW, para 1, "FIRE ALARM SYSTEM"				
3002	Contract Period: Option 3 POP Begin: 06-17-2016 POP End: 06-16-2017 Semi-Annual Testing of the Fire Alarm System, per SOW, para 1, "FIRE ALARM SYSTEM"	2.00	JB		
3003	Contract Period: Option 3 POP Begin: 06-17-2016 POP End: 06-16-2017 Quarterly Testing of the Fire Alarm System, per SOW, para 1, "FIRE ALARM SYSTEM"	4.00	JB		
3004	Contract Period: Option 3 POP Begin: 06-17-2016 POP End: 06-16-2017 Annual Testing of the Fire Sprinkler System, per SOW, para 2, "FIRE SPRINKLER SYSTEM"	1.00	YR		
3005	Contract Period: Option 3 POP Begin: 06-17-2016 POP End: 06-16-2017 Semi-Annual Testing of the Fire Sprinkler System, per SOW, para 2, "FIRE SPRINKLER SYSTEM"	2.00	JB		
3006	Contract Period: Option 3 POP Begin: 06-17-2016 POP End: 06-16-2017 Quarterly Testing of the Fire Sprinkler System, per SOW, para 2, "FIRE SPRINKLER SYSTEM"	4.00	JB		
3007	Contract Period: Option 3 POP Begin: 06-17-2016 POP End: 06-16-2017 Annual Standpipe Flow Test, per SOW, para 3, "STANDPIPES AND FIRE PUMPS"	1.00	YR		
3008	Contract Period: Option 3 POP Begin: 06-17-2016 POP End: 06-16-2017 Annual Fire Pump Full Flow Test, per SOW, para 3, "STANDPIPES AND FIRE PUMPS"	1.00	YR		

3009	Contract Period: Option 3 POP Begin: 06-17-2016 POP End: 06-16-2017 Weekly Fire Pump Test, per SOW, para 3, "STANDPIPES AND FIRE PUMPS"	52.00	WK	_____	_____
4001	Contract Period: Option 5 POP Begin: 06-17-2017 POP End: 06-16-2018 Annual Testing of the Fire Alarm System, per SOW, para 1, "FIRE ALARM SYSTEM"	1.00	YR	_____	_____
4002	Contract Period: Option 4 POP Begin: 06-17-2017 POP End: 06-16-2018 Semi-Annual Testing of the Fire Alarm System, per SOW, para 1, "FIRE ALARM SYSTEM"	2.00	JB	_____	_____
4003	Contract Period: Option 3 POP Begin: 06-17-2017 POP End: 06-16-2018 Quarterly Testing of the Fire Alarm System, per SOW, para 1, "FIRE ALARM SYSTEM"	4.00	JB	_____	_____
4004	Contract Period: Option 4 POP Begin: 06-17-2017 POP End: 06-16-2018 "Two-Year" Testing of the Fire Alarm System, per SOW, para 1, "FIRE ALARM SYSTEM"	1.00	YR	_____	_____
4005	Contract Period: Option 4 POP Begin: 06-17-2017 POP End: 06-16-2018 Annual Testing of the Fire Sprinkler System, per SOW, para 2, "FIRE SPRINKLER SYSTEM"	1.00	YR	_____	_____
4006	Contract Period: Option 4 POP Begin: 06-17-2017 POP End: 06-16-2018 Semi-Annual Testing of the Fire Sprinkler System, per SOW, para 2, "FIRE SPRINKLER SYSTEM"	2.00	JB	_____	_____
4007	Contract Period: Option 4 POP Begin: 06-17-2017 POP End: 06-16-2018 Quarterly Testing of the	4.00	JB	_____	_____

	Fire Sprinkler System, per SOW, para 2, "FIRE SPRINKLER SYSTEM"				
4008	Contract Period: Option 4 POP Begin: 06-17-2017 POP End: 06-16-2018 Annual Standpipe Flow Test, per SOW, para 3, "STANDPIPES AND FIRE PUMPS"	1.00	YR		
4009	Contract Period: Option 4 POP Begin: 06-17-2017 POP End: 06-16-2018 Annual Fire Pump Full Flow Test, per SOW, para 3, "STANDPIPES AND FIRE PUMPS"	1.00	YR		
4010	Contract Period: Option 4 POP Begin: 06-17-2017 POP End: 06-16-2018 Weekly Fire Pump Test, per SOW, para 3, "STANDPIPES AND FIRE PUMPS"	52.00	WK		
				GRAND TOTAL	

**STATEMENT OF WORK
FIRE DETECTION AND SUPPRESSIONS SYSTEMS
BEDFORD VA HEALTHCARE SYSTEM FOR FISCAL YEAR 2013**

Contractor shall provide parts, labor, material, preventive maintenance, testing, and emergency call back for the fire alarm system and related components at the VA Healthcare System, Bedford, Massachusetts as indicated herein.

DESCRIPTION OF WORK: The contractor shall perform annual tests, inspections and services on various fire alarm and detection systems in accordance with National Fire Protection Association recommendations, local codes, and manufacturer's recommended procedures. The contractor shall deliver a written report that describes the test and inspection results and services performed. A list of system components is attached to this document. The contractor shall provide all transportation, shipping, labor, tools equipment and material to accomplish the following: All fire alarm and detection systems will be inspected and functionally tested in accordance with National Fire Protection Association recommendations, manufacturer's specifications, and local codes.

- All work to be completed between 7:30 a.m. and 4:00 p.m. Monday through Friday, except as requested or approved by the VA for special circumstances.
- Contractor must respond within two hours of receiving a call for emergency service.
- All tests and inspections are to be performed in accordance with the most recent edition of NFPA 25, 72, and 13, as applicable.
- No valves, gauges, or other parts will be replaced and charged to VA without prior approval of VA Health or VA Engineering Service.
- No system will be left out of service at the end of a workday or over a weekend without permission of the VA Engineering Service or Safety Office. All switches must also be verified that they are reset prior to end of workday.

- Contractor will provide a fully completed inspection form for each separate system on the day of the test or inspection; upon Completion of Inspection.
- Unlimited service calls shall be provided 24 hours a day, 7 days a week, for repairs associated with normal equipment failures and replacement or upgrading equipment that is beyond its useful life (provided during normal working hours Mon-Fri, times specified above, excluding holidays). This provision includes labor, travel, and mileage charges for repairs associated with normal equipment failures and as per contractual requirements. Emergency service will be provided within 24 hours of notification or per NFPA or contractual requirements Monday through Fridays as per times specified above. This provision covers labor to troubleshoot and diagnose system problems, and the labor to replace failed devices. The Bedford VA Hospital has the right to make temporary repairs until the contractor arrives per life safety and will by-pass systems for contractors when needed.
- A key for most locked areas will be provided by the VA Engineering Service. Those locked areas requiring VA assistance will require approximately one-half hour advance notice from the contractor to the COTR OR Engineering Service.
- Contractor must provide all tools, supplies, equipment and personnel to perform the work of this contract. Contractor is expected to work independently once oriented, with adequate personnel to accomplish all testing in an efficient manner. Contractor shall also provide all gaskets, packing, lubricants, and common pipe fittings required to accomplish the tasks required of this contract.
- Contractor must possess and furnish written proof of a current Massachusetts license of sprinkler inspections, test, and installation work and other such licensing, certifications, etc. as required by code, regulation and law. Contractor shall also furnish information about qualifications, ability to perform the work, and references regarding related experience in health care facilities. Any NICET certifications must be on file with the VA Contracting Office.
- Work is to be conducted in a manner which would present the least amount of disruption to the healthcare facility
- Warranty: upon completion and acceptance of all work, the contractor shall provide the Bedford VA Engineering Service with the manufacturer's standard warranty on all workmanship.
- In those cases where contractor is required to verify that alarms operate and transmit to VA main fire panel, the contractor may need to have a person at the building's fire alarm panel to confirm the signal.
- Work dates must be scheduled with COTR and Engineering Service, telephone 781-687-2801 and Engineering Office at 781-687-2398.
- Buildings covered under this agreement include....

Buildings: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 32, 33, 61, 62, 70, 78, 78A, 80, 81, 82.
Crescent House, Lowell, Ma

- Written reports mailed to the VA Health and Engineering Service should be addressed as follows:

Bedford VA Medical Center
Electronic Dept
200 Springs Road
Bedford, Ma 01730

1. **FIRE ALARM SYSTEM**

- a. **Annual Testing** - The contractor shall provide labor, time, materials and equipment, necessary to perform annual testing and inspection of:
 1. Each fire alarm system control panel, all input and all output devices, and batteries.
 2. Test, inspection and operation to be performed on all manual fire alarms pull stations, smoke detectors (including elevator shafts), duct detectors, and heat detectors. Any smoke and heat detector that does not operate properly will be calibrated or replaced and reported to the Electronic Shop supervisor. Before the removal of smoke detectors can begin, advance notice shall be given to the Electronic Shop supervisor.
 3. Cleaning/vacuuming of smoke detectors
 4. Testing and inspection of all detectors
 5. Inspection of all building alarm notification devices (audible devices, speakers, and visual devices)

6. Inspection and testing of all electro-mechanical releasing devices.
7. Ground fault for fire alarm system.
- b. **Semi-Annual Testing** - The contractor shall provide labor, time, materials and equipment, necessary to perform semi-annual testing and inspection of:
- c. **Quarterly Testing** - The contractor shall provide labor, time, materials and equipment, necessary to perform quarterly testing and inspection of:
 1. Fire alarm equipment for notifying off-site responders
 2. All supervisory signal devices (Done with Fire Sprinkler Inspection). Must be clearly stated on inspection form individually.
- d. **Two Year Testing** - The contractor shall provide labor, time, materials and equipment, necessary to perform cleaning, function testing and inspection of:
 1. Cleaning /vacuuming and sensitivity testing (calibration) of all ceiling mounted smoke detectors including the cleaning and testing of elevator shaft smoke detectors that are to be coordinated with the Electronic shop. This work is to be conducted on even numbered years. (50 % Cleaning and Sensitivity per Year).

2. FIRE SPRINKLER SYSTEM

The contractor shall provide parts, labor, time, materials, preventive maintenance, testing, equipment and emergency call back necessary to maintain and perform testing and inspection of the wet sprinkler systems and pre-action suppression systems at the proper frequency for all buildings at the medical center to meet or exceed NFPA requirements.

- a. **Annual Testing** - Contractor to provide labor, time, materials and equipment to perform inspection of:
 - 1) Each fire alarm system control panel, all input and all output devices.
 - 2) All system riser main drains
 - 3) Perform maintenance on all jockey pumps.
- b. **Semi-Annual Testing** - Contractor to provide labor, time, materials and equipment to perform inspection of wet system sprinkler systems and pre-action suppression systems:
 - 1) Test of fire alarm system circuits for proper operation.
 - 2) Fire sprinkler system valve tamper switches and water flow devices (flow and tamper switches are chained and padlocked) in the months approved by the Health and Safety Office. Performance and documentation is to be in accordance with the most recent edition of the applicable National fire Protection Association Standards 25 and 72.
- c. **Quarterly Testing** - Contractor to provide labor, time, materials and equipment to perform inspection and preventive maintenance of:
 - 1) All supervisory signal devices and fire department notification devices
 - 2) Compressors and pressurization components as part of pre-action suppression systems.
 - 3) All post indicator valves (PIV's)
 - 4) Fire department connections (FDC's)
 - 5) Inspect all jockey and Fire pumps.
 - 6) Performance and documentation is to be in accordance with the most recent edition of the applicable National fire Protection Association Standards 25 and 72.
- d. **General Requirements:**
 - 1) The contractor shall provide a schedule of all buildings to be tested. The Electronic Shop supervisor must give prior approval for the shut-down of the fire alarm of each building. Tests must be performed as fast and expertly as possible. No building will have a zone or a complete system shutdown more than one working shift.
 - 2) The contractor shall provide all software updates to the system within the parameters of all the maintenance being done.
 - 3) The contractor will be responsible for all horns, bells, lights, strobes, buzzers, switches, batteries, battery chargers, and any equipment associated with the fire alarm system.
 - 4) The contractor shall keep all equipment clean and well ventilated, inspect all system components and note any unusual performance, test-check operation of all the equipment as part of the inspection program and perform minor adjustments as needed at the time of inspection, including all Edwards Systems and software.

- 5) A record of all repairs, abnormal findings and results of tests on equipment shall be maintained and turned over to the Office, Electric Shop, and Plumbing Shop supervisor.
- 6) The contractor shall provide the Safety Office with two copies of all inspection reports and emergency repair reports and fire alarm smoke detector test results. Contractor also to notify the Safety Office, Electric Shop or Pipe Shop supervisor of any equipment repair ready for final inspection. All testing and repair reports must be provided to the VA within five working days.

f. **Wet System Specifications:**

- 1) Test of water flow alarms. All water flow alarm switches will be tested by drawing water through inspectors test valve.
- 2) Test of electric supervisory alarms: Test all supervisory alarm switches on supply valves, by closing all supervised valves and reopening the valves, verify that all local alarms operate, verify that all alarms transmit to Building panel, Police Dispatch and Boiler Room. Note number of turns of valve stem required to activate the supervisory alarm.
- 3) Inspect and service all fire department connections: On all fire department pumper connections, Siamese, etc. Remove caps; replace any missing/damaged caps. Lube treads, replace gaskets.
- 4) Inspect and service all main supply valves: Operate full close and reopen all P.I.V and O.S. and Y. valves on each system. Replace valve stem packing where leaking is evident and lubricate stems. (Rather than replacement of valve stem packing, tightening (but not over-tightening) is acceptable if adequate to stop leaking).
- 5) Inspection and flushing of main drain: Operate the main drain on each system to dislodge and flush any debris in main riser between supply main and cross mains.
- 6) Re-seal all valves in open position with wire seal where now sealed, re-lock all chains and padlocks where locked. Contractor furnishes wire seals.
- 7) Test of water flow alarms:
- 8) Water flow alarm switches will be tested by drawing water through inspectors test valves.
- 9) Record elapsed time (switch retard) for switch activation-alarm initiation-local alarm, to determine if retard setting meeting VA standards (45 seconds from water flow to alarm signal activation).
- 10) Verify that alarm signals transmit to Building panel, Police Dispatch, Boiler Room.
- 11) Test of supervisory alarms: Test of supervisory alarm on main P.I.V. supply to Building (one P.I.V.). Assure that supervisory alarm transmits to Building panel, Police Dispatch, Boiler Room.
- 12) Inspect and service all fire department connections: On all fire department (Siamese) pumped connections, remove caps, replace any missing caps, lubricate threads, and replace gaskets as needed.
- 13) Inspect and service main supply valves:
- 14) Tests operate for close and reopen all O.S.Y. main riser valves.
- 15) Lubricate all threads and bearings, to assure normal operation.
- 16) Re-seal with wire seals if sealed.
- 17) Replace valve stem packing if leakage is evident.
- 18) Test flow 6 roof standpipes/hydrants: Calculate and record GPM flows for each standpipe/hydrant.
- 19) Test run fire pump and locked pump as specified in NFPA **annual** performance test for fire pumps. Record pilot reading, calculate and record GPM flow. As referenced in the most recent edition of NFPA 20.
- 20) Wet System Locations –
Building 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 12, 17, 18, 19, 20, 21, 22, 32, 33, 61, 62, 70, 78, 78A, 80, 81, 82. Crescent House Lowell, Ma 01850

g. **Dry (Pre-Action) System Specifications:**

- 1) Trip test of main dry pipe valves. Trip test each main system riser dry valve by opening inspectors test valve to simulate sprinkler flow.
NOTE: The time (seconds) required from inspection valve open to trip (clapper valve open) and water flow at inspection test valve.
- 2) Rapid air exhauster test. Observe the function of the rapid air exhauster during the trip test of the main dry pipe clapper valve, to determine if the air exhauster function is adequate.

- 3) Water supply valves function tests. Manually operate, fully close and reopen all O.S. & Y. main valves and P.I. Valves to assure easy normal operation. Repack any leaks in glands. Lubricate stems as necessary, one full closure and open of each valve minimum, for each function test.
- 4) Test all electric supervisory alarm switches on supply valves: Concurrent with item 4, assure that all supervisory alarm switches are operating and transmitting to fire alarm system in Building panels, Police Dispatch, Boiler Room indicating valve closed and valve open as required.
- 5) Inspect and repair all fire department connections: Inspect all pumper connections to system (Siamese etc.). Replace any missing caps, gaskets, etc. and lube all cap threads lube to prevent rust or seizure.
- 6) Test all water flow alarm switches and alarm circuits: Test the function of all water flow alarm switches to assure they transmit water-flow alarm to local (building) bell/gong, and to Building panels, Police Dispatch, Boiler Room and that switch settings are under 45 seconds.

NOTE: Record delay time on each test report form.

- 7) Re-seal all valves in open position with wire/lead seal where sealed with wire. Re-secure all valves locked with chain/padlock with chain/padlock only. Contractor furnishes wire seals.
- 8) Test all air loss alarms: Test to determine if air loss switches functions any building alarm local device and if building fire alarm interface transmits low air alarm signal to Control Center.
- 9) Dry pipe system low points are to be drained upon completion of the trip tests.

3. STANDPIPES AND FIRE PUMPS

Provide all labor, tools, equipment, materials and supervision for the annual test, inspection and maintenance of standpipes. Annual test, Fire Pumps is located in Building #70.

a. Annual Standpipe Flow Test:

- 1) The contractor will perform the annual standpipe flow test in accordance with NFPA 25.
- 2) This test to be performed in the uppermost or most remote part of each building to determine the flow rate in gallons per minute (gpm) and the residual pressure in pounds per square inch (psi). The flow will be maintained for at least 30 minutes.
- 3) Fire pump controls will be switched off during the first half of the test and on the second half of the test with results recorded for both operations.
- 4) Contractor will provide all tools required including a water diverter funnel and fall protection for standpipes located on the roof.
- 5) Test data will be properly recorded on forms approved by NFPA 25 and signed by the inspector.

b. Annual Fire Pump Full Flow Test:

- 1) The contractor will test each fire pump annually to determine flow rate, pump pressure, pump motor current, voltage and speed at peak load. All valves in suction line will be checked to assure that they are fully open.
- 2) The flow will be maintained for at least one hour.
- 3) The inspector will record the date, total flow rate, test meter gpm, suction and discharge pressure, number and size of hose nozzles with corresponding psi and total gpm, pump motor current, voltage and speed, and sign for each fire pump.
- 4) Performance curves will be documented showing pressure at 0%, 100%, and 15Q% flow rate of pump. This graph will be completed In accordance with NFPA 20-11.3 and presented to the Health and Safety Office.

c. Weekly Fire Pump Test:

- 1) Perform churn tests on fire pumps located in Building 70 on day of the week and time of day approved by the VA fire protection inspector.
- 2) Confirm test procedures with Safety Office for operating the pumps and adjustments to be made as part of the testing, e.g. fire alarm panel settings, valve adjustments. Document all tests using forms approved by the COTR and Engineering Service.

d. Inspection Forms: Additional inspection forms can be obtained from the applicable NFPA codes. Fully completed forms will be turned in to the Safety Office (001SEM) on the day of test completion.

e. Sensitivity testing for fire alarm and detection systems:

To ensure accuracy, and in accordance with NFPA or Joint Commission requirements/guidelines, sensitivity testing will be performed on all smoke detectors at a rate of 100% annually. Testing will be

performed using only UL approved sensitivity testing equipment. Devices performing outside the listed sensitivity range shall be re-cleaned and tested, and if necessary, noted and recommended for replacement as per the Chief Engineering Service.

4. JOINT COMMISSION INSPECTION REQUIREMENTS

All inspections listed above will be conducted as required by the Joint Commission on Healthcare Accreditation. The following items will be inspected and documented at the periodicity indicated.

Below is a summary of all tests / inspections covered in this statement of work.

1. At least quarterly test supervisory signal devices (except valve tamper switches). The completion date of the tests is documented.
2. At least quarterly test water-flow devices. Every 6 months test valve tamper switches. The completion date of the tests is documented.
3. Every 12 months test duct detectors, electromechanical releasing devices, heat detectors, manual fire alarm boxes, and smoke detectors. The completion date of the tests is documented.
4. Every 12 months test visual and audible fire alarms, including speakers. The completion date of the tests is documented.
5. Every 12 months test fire alarm equipment for notifying off-site fire responders. The completion date of the tests is documented.
6. For automatic sprinkler systems: Every week, test fire pumps under no-flow conditions. The completion date of the tests is documented.
7. For automatic sprinkler systems: Every 12 months, test main drains at system low point or at all system risers. The completion date of the tests is documented.
8. For automatic sprinkler systems: Every quarter, inspect all fire department water supply connections. The completion dates of the inspections are documented.
9. For automatic sprinkler systems: Every 12 months test fire pumps under flow. The completion date of the tests is documented.
10. Every 6 months inspect any automatic fire-extinguishing systems in a kitchen. The completion dates of the inspections are documented.
11. Every 12 months test carbon dioxide and other gaseous automatic fire-extinguishing systems. The completion date of the tests is documented.
12. At least monthly inspect portable fire extinguishers. The completion dates of the inspections are documented.
13. Every 12 months perform maintenance on portable fire extinguishers. The completion date of the maintenance is documented.

14. Provide testing and documentation for magnetic release for fire/smoke barriers and release of exterior doors during fire alarm testing with door lock system located in police service.

SECTION C - CONTRACT CLAUSES

ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
852.203-70	COMMERCIAL ADVERTISING	JAN 2008
852.203-71	DISPLAY OF DEPARTMENT OF VETERANS AFFAIRS HOTLINE POSTER	DEC 1992
852.219-10	VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN- OWNED SMALL BUSINESS SET-ASIDE	DEC 2009

C.1 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 3 days.

(End of Clause)

C.2 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)

(a) The Government may extend the term of this contract by written notice to the Contractor by the first day of each fiscal year of the Government or within 60 days after funds for that fiscal year become available, whichever date is later; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of Clause)

C.3 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

(a) *Definitions.* As used in this clause—

(1) *Contract financing payment* has the meaning given in FAR 32.001.

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

(3) *Electronic form* means an automated system transmitting information electronically according to the

Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) *Invoice payment* has the meaning given in FAR 32.001.

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentment and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

(d) *Invoice requirements.* Invoices shall comply with FAR 32.905.

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

C.4 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by

the laws of the State of Massachusetts. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

(End of Addendum to 52.212-4)

C.5 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2013)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (AUG 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub. L. 111-5).

☒ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

☒ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012) (41 U.S.C. 2313).

☐ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

- ☐ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole Source Award (NOV 2011) (15 U.S.C. 657a).
- ☐ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ☐ (11) [Reserved]
- ☐ (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
- ☐ (ii) Alternate I (NOV 2011).
- ☐ (iii) Alternate II (NOV 2011).
- ☐ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Oct 1995) of 52.219-7.
- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☒ (14) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (15)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (Oct 2001) of 52.219-9.
- ☐ (iii) Alternate II (Oct 2001) of 52.219-9.
- ☐ (iv) Alternate III (JUL 2010) of 52.219-9.
- ☐ (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☒ (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ☐ (18) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)
- ☐ (ii) Alternate I (June 2003) of 52.219-23.
- ☐ (20) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (21) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☒ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (23) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2012) (15 U.S.C. 632(a)(2)).
- ☐ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).

☐ (25) 52.219–30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).

☒ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

☒ (27) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).

☒ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☒ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

☒ (30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

☒ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

☒ (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

☒ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

☒ (34) 52.222-54, Employment Eligibility Verification (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

☐ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

☐ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

☐ (ii) Alternate I (DEC 2007) of 52.223-16.

☒ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ (39) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).

☐ (40)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

☐ (ii) Alternate I (MAR 2012) of 52.225-3.

☐ (iii) Alternate II (MAR 2012) of 52.225-3.

☐ (iv) Alternate III (NOV 2012) of 52.225-3.

☐ (41) 52.225-5, Trade Agreements (NOV 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[X] (42) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[] (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

[] (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

[] (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[] (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[] (47) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

[X] (48) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

[] (49) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

[] (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

[] (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

[] (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[X] (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

[X] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

23290 - Fire Alarm Mechanic	WG-10
23310 - Fire Extinguisher Repair	WG-6
23580 - Maint Trades Helper	WG-5
29082-86 - Engineering Tech I-VI	GS-3 - GS-11

[X] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

[] (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

[] (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

[] (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

[] (9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employee Eligibility Verification (JUL 2012)

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

See attached document: TS02 - Past Performance Questionnaire.

D.2 – WAGE DETERMINATION

WD 05-2260 (Rev.-14) was first posted on www.wdol.gov on 06/19/2012

REGISTER OF WAGE DETERMINATIONS UNDER	U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT	EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor	WAGE AND HOUR DIVISION
	WASHINGTON D.C. 20210
	Wage Determination No.: 2005-2260
Diane C. Koplewski Division of	Revision No.: 14
Director Wage Determinations	Date Of Revision: 06/13/2012

This wage determination applies to the following counties in MASSACHUSETTS:
BARNSTABLE, BRISTOL, DUKES, NANTUCKET, NORFOLK, and PLYMOUTH Excluding the
cities and towns listed below:

BRISTOL County: Attleboro City, Mansfield, North Attleborough Town, Norton Town, Raynham, Reheoboth Town, and Seekonk.

NORFOLK County: Quincy City, Bellingham Town, Braintree Town, Brookline Town, Canton Town, Cohasset Town, Dedham Town, Dover Town, Foxborough Town, Franklin Town, Holbrook Town, Medfield Town, Medway Town, Millis Town, Milton Town, Needham Town, Norfolk Town, Norwood Town, Randolph Town, Sharon Town, Stoughton Town, Walpole Town, Wellesley Town, Westwood Town, Weymouth Town, and Wrentham Town.

PLYMOUTH County: Carver, Duxbury Town, Hanover Town, Hanson Town, Hingham Town, Hull Town, Kingston Town, Lakeville, Marshfield Town, Middleborough, Norwell Town, Pembroke Town, Plymouth, Plympton, Rockland Town, and Scituate Town.

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
23000 - Mechanics And Maintenance And Repair Occupations		
23290 - Fire Alarm System Mechanic		24.63
23310 - Fire Extinguisher Repairer		21.01
23370 - General Maintenance Worker		23.18
23580 - Maintenance Trades Helper		19.59
30000 - Technical Occupations		
30081 - Engineering Technician I		17.29
30082 - Engineering Technician II		19.42
30083 - Engineering Technician III		21.74
30084 - Engineering Technician IV		26.93
30085 - Engineering Technician V		32.93
30086 - Engineering Technician VI		39.07

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.71 per hour or \$148.40 per week or \$643.07 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

SECTION E - SOLICITATION PROVISIONS

E.1 52.212-1 tailored instructions to offerors:

1. Proposals must be submitted by the due date and time in the posting to be considered for award.
2. Past performance questionnaires must be submitted by due date and time in the posting. If the proposal due date and/or time is amended it is to be assumed that the past performance questionnaire due date and time is amended also.
3. Questions about the RFQ shall be submitted, in writing, no later than 24 hours prior to the due date and time in the posting. Questions and answers will be addressed via RFQ amendments and posted with the RFQ.
4. Proposal will be submitted in three (3) volumes:
 - a. Volume I - Contract Forms and Administration:
 - i. Coversheet with the offerors contact information to include the name, telephone number and email address of the point of contact for this project, DUNS and/or cage code, and period of acceptance (how long is this proposal valid for?)
 - ii. Signed SF 1449 (blocks 30 a,b,and c)
 - iii. Signed acknowledgement of each RFA amendment with amendment number and effective dates of amendments
 - b. Volume II - Technical Proposal
 - c. Volume III – Price
5. Page limitation:
 - a. Volume I – Contract Forms and Administration: No limit
 - b. Volume II – Technical: 10 page limit – Does not include coversheet or table of contents. The Government may only evaluate up to the page limit set forth and may not evaluate the proposal any further.

c. Volume III –Price: No limit

7. Offerors may submit multiple offers but each offer must be submitted as its own offer and must follow the same instructions as above.

8. Offeror must be SDVOSB and must be certified in the VetBiz program (<http://www.vetbiz.gov>).

9. Offeror must be a Small Business size under applicable NAICS code on the 1449 coversheet and must have the applicable NAICS code registered on SAM.

(End of Provision)

ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS

Provisions that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following provisions are incorporated into 52.212-1 as an addendum to this solicitation:

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
852.233-70	PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION	JAN 2008
852.233-71	ALTERNATE PROTEST PROCEDURE	JAN 1998

PLEASE NOTE: The correct mailing information for filing alternate protests is as follows:

Deputy Assistant Secretary for Acquisition and Logistics,
Risk Management Team, Department of Veterans Affairs
810 Vermont Avenue, N.W.
Washington, DC 20420

Or for solicitations issued by the Office of Construction and Facilities Management:

Director, Office of Construction and Facilities Management
811 Vermont Avenue, N.W.
Washington, DC 20420

E.1 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)

(a) In accordance with Division H, sections 8124 and 8125 of P.L. 112-74 and sections 738 and 739 of P.L. 112-55 none of the funds made available by either Act may be used to enter into a contract with any corporation that—

(1) Has an unpaid federal tax liability, unless the agency has considered suspension or debarment of the corporation and the Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(2) Has a felony criminal violation under any Federal or State law within the preceding 24 months, unless the agency has considered suspension or debarment of the corporation and Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) The offeror does ☐ does not ☐ have any unpaid Federal tax liability that has been assessed and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(2) The offeror, its officers or agents acting on its behalf have ☐ have not ☐ been convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of Provision)

(End of Addendum to 52.212-1)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.212-2	EVALUATION--COMMERCIAL ITEMS	JAN 1999

E.2 EVALUATION CRITERIA

Basis for Award. The Government intends to procure a single award from this solicitation to the responsible offeror whose offer conforming to the solicitation is most advantageous to the Government based on the best overall quote that is determined to be the most beneficial to the Government, with appropriate consideration given to the three evaluation factors; Technical, Past Performance and Price.

FACTOR I. TECHNICAL

Sub-factor 1: UNDERSTANDING OF THE REQUIREMENT – The Government will evaluate the offeror’s understanding of the work to be performed in accordance with the Statement of Work (SOW). The offeror shall submit a quote that demonstrates its understanding of the work described in the SOW and the extent to which potential risks are identified and mitigated. Vendors must CLEARLY express their full comprehension of the SOW and MUST be able to fulfill all requirements. Vendors that submit quotes that exclude any of the required work in the SOW will not be considered.

Sub-factor 2: CORPORATE EXPERIENCE – The offeror shall submit a written summary of work experience of past or current projects with similar nature, scope, complexity, and difficulty to that which will be performed under the prospective contract contemplated by this solicitation.

FACTOR II –PAST PERFORMANCE Offerors shall complete PART I of the questionnaire and forward it to the “REFERENCE” with instructions to email or fax the completed questionnaire to the below by the due date of the quote – any extension to the due date of the quote will also apply to the due date of the past performance questionnaire.

Contact Information:

1. Name: Stephanie M. Goe
2. Phone: 412-822-3488
3. Email Address: Stephanie.goe@va.gov
4. Fax: 412-822-3440

FACTOR III –PRICE The Government will evaluate offers for award purposes by evaluating pricing for completeness and reasonableness using FAR 13.106. Price will become significantly more important as technical ratings approach equality. No adjectival ratings will be used to evaluate Price.

Technical and Past Performance, when combined, are equal to Price. However, price will become significantly more important as non-price factors approach equality. To receive consideration for award, a rating of no less than “Acceptable” must be achieved for Factor I, and its associated sub-factors (Understanding of Requirement, Corporate Experience), a rating of no less than “Neutral” must be achieved for Factor II, Past Performance and Price must be found to be Fair and Reasonable in accordance with FAR 13.106. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror’s initial offer should contain the offeror’s best terms from a technical, past performance and price standpoint. The Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

The Contracting Officer may establish a competitive range comprised of all of the most highly rated quotes, unless the range is further reduced for reasons of efficiency. The Contracting Officer may limit the number of quotes in the competitive range to the number that will permit an efficient competition among the most highly rated quotes.

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Then Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

Adjectival Ratings. Quotes will be adjectivally rated against each of the evaluation factors set forth in this plan and in the solicitation. Adjectival ratings for Factors I, Technical, are below on Table 1. Adjectival ratings for Factor II, Past Performance, are below on Table 2. No adjectival ratings will be used to evaluate Factor III, Price.

Technical Adjectival Ratings. The following adjectival ratings will be used for the evaluation of Technical proposals, to include all sub-factors:

ADJECTIVAL	DEFINITION
------------	------------

Outstanding	A quote that satisfies all of the Government's requirements with extensive detail to indicate feasibility of the approach and shows a thorough understanding of the problems and offers numerous significant strengths, which are not offset by weaknesses, with an overall low degree of risk in meeting the Government's requirements.
Good	A quote that satisfies all of the Government's requirements with adequate detail to indicate feasibility of the approach and shows an understanding of the problems and offers some significant strengths or numerous minor strengths, which are not offset by weaknesses, with an overall low to moderate degree of risk in meeting the Government's requirements.
Acceptable	A quote that satisfies all of the Government's requirements with minimal detail to indicate feasibility of the approach and shows a minimal understanding of the problems, with an overall moderate to high degree of risk in meeting the Government's requirements.
Unacceptable	A quote that contains a major error(s), omission(s) or deficiency(ies) that indicates a lack of understanding of the problems or an approach that cannot be expected to meet requirements or involves a very high risk; and none of these conditions can be corrected without a major rewrite or revision of the quote.

Table 1

Past Performance Adjectival Ratings. The following adjectival ratings will be used for the evaluation of Technical proposals, to include all sub-factors:

ADJECTIVAL	DESCRIPTION
Low Risk	Little doubt exists, based on the Offeror's performance record, that the Offeror can perform the proposed effort.
Medium Risk	Some doubt exists, based on the Offeror's performance record, that the Offeror can perform the proposed effort.
High Risk	Significant doubt exists, based on the Offeror's performance record, that the Offeror can perform the proposed effort.
Unknown Risk	Little or no relevant performance record identifiable; equates to an unknown risk rating having no favorable or unfavorable evaluation significance.

Table 2