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|---|---|--|---------------------------------|------------------|---|---------------------------------------|--|--|------------------|--|-----|--|--|---|--|--|--|---|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | BPA NO. | | 1. CONTRACT ID CODE | | PAGE 1 | | OF PAGES 1 | | | | | | | | | |
| 2. AMENDMENT/MODIFICATION NO. A00007 | | | 3. EFFECTIVE DATE 05-09-2014 | | 4. REQUISITION/PURCHASE REQ. NO. 459-14-1-622-0012 | | | 5. PROJECT NO. (If applicable) None | | | | | | | | | | |
| 6. ISSUED BY Department of Veterans Affairs VA Sierra Pacific Network (VISN 21) VA Pacific Islands Health Care System 459 Patterson Rd Honolulu HI 96819-1522 | | | CODE 459 | | 7. ADMINISTERED BY (If other than Item 6) Department of Veterans Affairs VA Sierra Pacific Network (VISN 21) VA Pacific Islands Health Care System 459 Patterson Rd Honolulu HI 96819-1522 | | | CODE | | | | | | | | | | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) To all Offerors/Bidders | | | | | (X) | | 9A. AMENDMENT OF SOLICITATION NO. VA261-14-Q-0344 | | | | | | | | | | | |
| | | | | | X | | 9B. DATED (SEE ITEM 11) 04-24-2014 | | | | | | | | | | | |
| | | | | | | | 10A. MODIFICATION OF CONTRACT/ORDER NO. | | | | | | | | | | | |
| | | | | | | | 10B. DATED (SEE ITEM 13) | | | | | | | | | | | |
| CODE | | | FACILITY CODE | | | | | | | | | | | | | | | |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS | | | | | | | | | | | | | | | | | | |
| <input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. Friday, May 23, 2014 at 06:00 PM PST | | | | | | | | | | | | | | | | | | |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required) 459-3640162-622-855100-2580 010056190 | | | | | | | | | | | | | | | | | | |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. | | | | | | | | | | | | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;">(X)</td> <td style="width: 95%;">A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.</td> </tr> <tr> <td></td> <td>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</td> </tr> <tr> <td></td> <td>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</td> </tr> <tr> <td></td> <td>D. OTHER (Specify type of modification and authority)</td> </tr> </table> | | | | | | | | | | | (X) | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. | | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). | | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: | | D. OTHER (Specify type of modification and authority) |
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| | D. OTHER (Specify type of modification and authority) | | | | | | | | | | | | | | | | | |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office. | | | | | | | | | | | | | | | | | | |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) | | | | | | | | | | | | | | | | | | |
| A) The Scope of Work has been revised to include an additional generator added to the inspection list. Additional items added include Generator Spec Diagrams, an Inspection Checklist, and information pertaining to the updated ATS Breakers currently being installed. All changes made to the SOW are identified in the highlighted areas. B) FAR Clause 52.219-14 - Limitations on Subcontracting has been added. C) The date for Bid Submission has been extended to Friday, May 23, 2014 at 06:00 PM PST. All other terms and conditions remain unchanged. | | | | | | | | | | | | | | | | | | |
| Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. | | | | | | | | | | | | | | | | | | |
| 15A. NAME AND TITLE OF SIGNER (Type or print) | | | | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) | | | | | | | | | | | | | |
| | | | | | Nicole H. Dorsey Contracting Officer | | | | | | | | | | | | | |
| 15B. CONTRACTOR/OFFEROR | | | | 15C. DATE SIGNED | | 16B. UNITED STATES OF AMERICA | | | 16C. DATE SIGNED | | | | | | | | | |
| (Signature of person authorized to sign) | | | | | | BY (Signature of Contracting Officer) | | | | | | | | | | | | |
| <div style="display: flex; justify-content: space-between;"> NSN 7540-01-152-8070 PREVIOUS EDITION NOT USABLE STANDARD FORM 30 (REV. 10-83) Prescribed by GSA - FAR (48 CFR) 53.243 </div> | | | | | | | | | | | | | | | | | | |

**PERFORMANCE WORK STATEMENT/STATEMENT OF WORK
DEPARTMENT OF VETERANS AFFAIRS PACIFIC ISLANDS HEALTH CARE SYSTEM (VAPIHCS)
EMERGENCY GENERATORS INSPECTIONS AND MAINTENANCE**

**DEPARTMENT OF VETERANS AFFAIRS PACIFIC ISLANDS HEALTH CARE SYSTEM (VAPIHCS)
EMERGENCY GENERATORS INSPECTIONS AND MAINTENANCE**

1.0 GENERAL INFORMATION

The Contractor shall ensure all work meets performance standards specified in this Performance Work Statement (PWS) and referenced documents. The Contractor shall commence all operations required by the contract as of the first day of the contract period. The Contractor shall furnish all management, labor, supervision, equipment and materials, and transportation to provide inspections, testing, and maintenance services for **four (4)** industrial sized standby emergency generators as described herein at the Department of Veterans Affairs Pacific Islands Health Care System (VAPIHCS) located on the Tripler Army Medical Center campus at 459 Patterson Road, Honolulu, HI 96819.

1.1 Disclaimer: Notwithstanding any historic data furnished by or for the medical facilities, it is the Contractor's responsibility to furnish the necessary quantities of manpower, supplies, and equipment to provide satisfactory service at the medical facilities. The estimated semi-annual and annual services provides a list of known visits required, however, emergency repairs might be required throughout the contract period of performance.

1.2 Type of Contract: This contract will be awarded on the terms of a firm-fixed price contract in accordance with FAR 16.202. Unless otherwise specified in the contract, the ceiling price or target price is subject to adjustment only by operation of contract clauses providing for equitable adjustment or other revision of the contract price under stated circumstances.

1.3 Schedule of Services: This contract will be awarded on the terms of a firm-fixed price contract on the terms of one (1) Base Term and four (4) 1-year Option Years.

| | |
|---------------|--------------------------------------|
| Base Term: | May 1, 2014 – September 30, 2014 |
| Option Yr. 1: | October 1, 2014 – September 30, 2015 |
| Option Yr. 2: | October 1, 2015 – September 30, 2016 |
| Option Yr. 3: | October 1, 2016 – September 30, 2017 |
| Option Yr. 4: | October 1, 2017 – September 30, 2018 |

1.4 Schedule: The VAPIHCS normal business hours usually operate between 8:00 am to 4:00 pm, Monday through Friday, except Federal Holidays. The requested services shall be provided within normal business hours. Some requests may take place after normal business hours of operation for flexible arrangements to accommodate the various locations. Those inspections will be coordinated accordingly between the COR and the Designated Facility POC.

1.4.1 Federal Holidays: National holidays observed by the Federal Government are

| | |
|------------------------|---------------------------|
| New Year's Day | January 1 |
| Martin Luther King Day | Third Monday in January |
| Presidents' Day | Third Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | First Monday in September |

Columbus Day
Veterans' Day
Thanksgiving Day
Christmas Day

Second Monday in October
November 11
Fourth Thursday in November
December 25

1.5 Areas of Coverage: The services to be accomplished for the Department of Veterans Affairs, Pacific Islands Health Care System (VAPIHCS) are located at 459 Patterson Road, Honolulu, HI 96819. Exact locations are described in the Scope of work.

1.6 Payment and Invoices: All payments for services performed will be invoiced through DFAS, Austin, Texas, as stated in the SF1449. Payments will be made in arrears of the specified billing period after receipt of a properly prepared invoice provided all required work has been performed in accordance with contract and this Statement of Work.

1.6.1 All travel expenses will be the responsibility of the contractor and should be included in the estimated cost price.

1.6.2 Government Furnished Equipment (GFE) will NOT be provided and no government computer access will be provided or is required.

2.0 SCOPE OF WORK

2.1 Description: Contractor is to provide all labor, material, and equipment to perform complete semi-annual inspections, annual 4-hour load bank testing, preventive maintenance and repairs for the following government-owned, industrial-sized, diesel operating standby emergency generators VAPIHCS. The Offeror will perform all preventative maintenance, inspections, and load Bank testing in accordance to the manufacturer's recommended guidelines, procedures, and manual. All work shall be performed to meet manufacturer's requirements, Joint Commission Accreditation of Hospital Organizations (JCAHO), the National Fire Protection Association (NFPA) 110 – Standard for Emergency and Standby Power Systems, and other applicable code standards. The Contractor shall also furnish all tools, equipment, test instruments, cleaning materials and parts required.

- A. Generator 1:** One (1) 200 kW, 480V **Caterpillar 3208** standby diesel generator set, serial number 3KJ00716/5YF02819, batteries, battery charger, day tank and other associated equipment. Located at Building 110, Center for Aging, 110 Krukowski Road Honolulu, Hawaii 96819. **(See Spec Sheet Attached)**
- B. Generator 2:** One (1) 750kW, 480V **Caterpillar 3508** standby diesel generator set, serial number 23Z07184, batteries, battery charger, day tank, and associated equipment. Located at Building 30, Ambulatory Care Clinic, 459 Patterson Road Honolulu, Hawaii 96819. **(See Spec Sheet Attached)**
- C. Generator 3:** One (1) **250** kW **Caterpillar Olympian D200P4** standby emergency engine-generator set, serial number E5533A/001, batteries, battery charger, day tank, and associated equipment. Located at Building T1, E Wing, 459 Patterson Road Honolulu, Hawaii 96819. **(See Spec Sheet Attached)**
- D. Generator 4:** One (1) 200 kw Cummins, Model 200DFAA standby emergency diesel engine generator set, serial number F960608681, batteries, battery charger, 300 gal tank, and associated equipment. Located at the VA Parking Structure across Bldg 30, 459 Patterson Road, Honolulu, Hawaii 96819. **(See Spec Sheet Attached)**

2.1.1 Parts: Contractor shall have a comprehensive inventory of parts and components for all equipment covered under contract, immediately, available for necessary repairs in order to limit equipment downtime.

2.1.2 The Contractor at no additional cost to the government shall provide lubricants, oil, coolant, filters, and belts required during routine preventative maintenance under this contract. The government shall be responsible to refill the fuel tanks.

2.1.3 Contractor shall provide all resources required in performing these maintenance services and inspections, including, but not limited to; parts, materials, lubricants, hydraulic fluids, cleaning fluids, equipment, tools, safety barriers, shipping, travel, and labor.

2.1.4 Contractor is responsible to determine the nature and extent of any work required in restoring equipment to satisfactory condition and operation during routine preventive maintenance.

2.1.5 All service maintenance, inspections and testing will be in accordance with manufacturer's documentation and standards.

2.1.6 Contractor shall be aware that there is an Automatic Transfer Switch (ATS) Project currently on going which when completed will provide instantaneous power transfer on all the Facilities covered under this contract. Building ATS are expected to be installed in Bldg 459 and Bldg 110 in approximately 6-8 months whereby contractor will have to tie their stand-by generator to the ATS when performing load bank testing. E-wing and Parking structure ATS equipment has been installed.

2.2 Preventive Maintenance Schedule: Contractor shall perform preventive maintenance in accordance the manufacturer's recommended preventive maintenance procedure as described in the official service manual(s).

2.2.1 The Contractor shall submit a copy of the completed legible procedure/checklist (PM Points) upon completion of the scheduled preventive maintenance to the VA Engineering office.

2.2.2 For load testing, the Contractor shall submit the completed checklist, with notes readings taken during the load test period. All documents to be submitted are in accordance with the Department of Veterans Affairs policies and procedures to meet The Joint Commission's Environment of Care Accreditation Standards. See enclosed sample inspection form for required information and formatting.

2.2.2.1 Please note that the VA is currently receiving newly installed replacement ATS Breakers (ASCO 7000 Series Power Transfer Switches) that will enhance the processes for load bank testing. Please see the attached spec sheets that reference the models being installed. The anticipated period for operations and usability of the new ATS Breakers will be the later part of November/December 2014. Please see attached ATS Submittal and Spec sheets.

2.2.3 Annually, the emergency generator sets at the Ambulatory Care Clinic (ACC), Center for Aging (CFA), VA Parking Structure and E-wing will require a 4-hour load bank test. The contractor shall provide labor, materials, and rental back-up generators during these tests. Inspection and readings will be taken by the contractor during these load bank tests. Hook-up and disconnecting of back-up generator shall be performed by the contractor. Safety barriers shall be placed by the contractor. To maintain 100% power supply services to the CFA and ACC, back-up generator is required when performing the load testing to these facilities. Contractor shall coordinate required traffic warning signs and barriers as deemed necessary by the PMO.

2.2.4 A maintenance schedule will be determined 10-15 days after award for all preventive maintenance, inspections, and testing, which may include combining tests on a semi-annual and annual basis.

2.2.5 For corrective actions noted on semi-annual and/or annual preventive maintenance inspections, the contractor shall provide a cost proposal to the VA Engineering contact office. Subject to VA approval, these items will be scheduled and billed separately.

2.2.6 The contractor shall obtain all necessary licenses and/or permits required to perform this work. Contractor shall take all precautions necessary to protect persons and property from injury or damage during the performance of this contract.

2.2.7 Contractor shall be responsible for any injury to any Contractor's representative, or others, as well as, for any damage to personal or public property that occurs during the performance of this contract that is caused by the contractor's fault or negligence.

3.0 Contractor Qualifications

Inspections can be performed by journeyman mechanics and may be assisted by qualified helpers in conformity with local trade practices. At a minimum, the journeyman shall perform the maintenance and inspection service. The industry standard is at least four (4) years' experience and training in the inspection, testing, and maintenance of emergency generator and associated components.

The contractor shall obtain all necessary licensure and/or permits and insurance that is required to perform this work. Proof of licensure and/or permits and insurance is required. Contractor shall take all precautions necessary to protect persons and property from injury or damage during the performance of this contract. Contractor shall be responsible for any injury to any Contractor's representative, or others, as well as, for any damage to personal or public property that occurs during the performance of this contract that is caused by the contractor's fault or negligence.

4.0 Points of Contact

4.1 Contracting Officer (CO): The CO is responsible for the administration of this contract. The CO is the only individual authorized, to extent indicated in this contract, to take actions on behalf of the Government, which may result in changes in the contract terms, to include deviation from the statement of work, details, and performance schedules. The Contractor is advised that only the CO, acting within the scope of the contract and his/her duties and responsibilities and, with the advice and consultation with the Contracting Officer's Representative, has the authority to make changes that affect contract prices, quality, quantity, delivery terms and conditions, term of contract. Under no circumstances shall any understanding or agreement, contract modification, change order, or other matters in deviation from the terms of this contract between the contractor and a person other than the contracting officer, be effective or binding upon the Government. All such actions must be formalized by the proper contractual document executed by the contracting officer. The responsible party for administering contractual terms, to include warranted capabilities is:

Nicole H. Dorsey
VISN 21, Network Contracting Office 21 (NCO 21)
Nicole.dorsey@va.gov
(808) 539-1310

4.2 The Contracting Officer Representative (COR): Is the designee to represent the Contracting Officer in furnishing technical guidance and advice or generally administer the work being performed under this contract. The foregoing is not to be construed as authorization to interpret or furnish advice and information to the Contractor(s) relative to financial or legal aspects of the contract. Enforcement of these segments is vested in and is the responsibility of the Contracting Officer. Those matters are the responsibility of the CO and shall not be delegated.

Contractor shall respond only to calls for services place by the following VA personnel in the following order:

- (1) Contracting Officer Representative (COR)
- (2) Chief, Maintenance and Operations (M&O) or Work Leader
- (3) Chief, Engineering Service or the designated acting Chief

For each visit to the facility, the contractor must report in person to the M&O Office or a pre-arranged location in the listed buildings as determined by the Chief of M&O, both upon arrival and prior to departure. This procedure is

mandatory and the listed phone numbers are for informational purposes only. Contractor shall observe check-in/out procedures as described above so that the VA will be aware of the Contractor's presence at the facility at all times. Upon each departure, Contractor shall serve notice of disposition of work to the Engineering contact office. When a particular repair problem has been resolved, contractor shall provide a complete service report, containing the issue and resolution.

4.3 Authorize Services and Changes to Scope of Work: Only those services specified within are authorized under this contract. All references to the estimated amount of survey and inspection services and areas of coverage provided by the Government are for informational purposes only. Such references do not necessarily indicate the number of inspections, related contractor duties, or locations will remain stable. Before performing any service or repairs of a non-contract nature, notify the Contracting Officers Representative (COR). The COR will request authorization from the Contracting Officer, if related to this contract. The contractor is cautioned that; only Contracting Officer may authorize additional services or repairs for respective contract; and that reimbursement will not be made unless prior authorization is obtained. Any changes to the Scope of Work will be effected by the Contracting Officer (CO) per FAR 52.212-4 Terms and Conditions of the Contract – Commercial Items.

5.0 CONTRACTOR PERSONNEL SECURITY REQUIREMENTS:

5.1 Background Investigation: Upon contract award, all key personnel shall be subject to the appropriate type of background investigation or screening per VA/VHA directive 0710 and must receive a favorable adjudication from CCA Personnel Security Specialist or VA Security and Investigations Center (SIC) depending on investigation or screening required. This requirement is applicable to all subcontract personnel. If the investigation or screening is not completed prior to the start date of the contract, the Contractor will be responsible for the actions of those individuals they provide to perform work for VA.

Contract personnel who previously received a favorable adjudication as a result of a Government background investigation or screening may be exempt from this contract requirement. They must provide documentation to support the previous adjudication. Proof of previous adjudication must be submitted by the Contractor to the VA Contracting Officer. Proof of previous adjudication is subject to verification. Some positions maybe subject to periodic re-investigation/screening.

Reference:

VHA Directive 0710, Personnel Security and Suitability Program/ May 18, 2007

VA Handbook 0710, Personnel Suitability and Security Program/ September 10, 2004

1. Position Risk/Sensitivity – For all positions required under this contract, the position risk/sensitivity has been designated as: **Low Risk**

2. Background Investigation/Screening – It is anticipated that the Contractor or contract personnel will be providing services at a VA facility(s) for MORE than 180 days under a single contract or series of contracts, or have access to VA computer data systems. The background investigation/screening commensurate with the requirements of this contract is: **NACI**

3. Contractor Responsibilities

a. The Contractor shall prescreen all personnel to ensure they are able to read, write, speak, and understand the English language.

b. The Contractor shall submit or have their contract personnel submit the following required forms to the Personnel Security Specialist or VA Contracting Officer, through the COR or Personnel Security Specialist, within five (5) business days of contract award.

4. Low Risk Investigative Requirements

- a. All investigations must be completed through the Electronic Questionnaires for Investigations Process (e-QIP). All contractors must complete the Authorization for Investigation Worksheet before they can complete the online e-QIP.
- b. Optional Form 306, Declaration for Federal Employment provide by VA point of contact.
- c. Electronic Fingerprint Verification **or** FD 258, U.S. Department of Justice Fingerprint Applicant Chart.
- d. Once the items requested are completed, the Contractor is authorized to provide services under the contract. As previously stated, if the investigation or screening is not completed prior to the start date of the contract, the Contractor will be responsible for the actions of those individuals they provide to perform work for VA.
- e. The Contractor, when notified of an unfavorable determination by the Government, shall withdraw the contract person from consideration of working under the contract.
- f. Failure to comply with these Contractor personnel security requirements may result in termination of the contract for default.

5. Government Responsibilities

- a. The VA Contracting Officer will ensure a time for contract personnel to complete the fingerprint portion of this requirement, if any, and the COR will responsible for performing any duties assigned by the VA Contracting Officer with regard to fulfilling the Contractor personnel security requirements described herein.
- b. Upon receipt, the local VA facility or VA SIC, depending on the type of investigation/screening required, will review the accuracy of the items requested in paragraph above, and forward these items to OPM to conduct their portion of the background investigation or screening, as applicable.
- c. The requesting VA facility will pay for any portion of the investigation or screening conducted by OPM, if any.
- d. Depending on the type of investigation/screening required, the Personnel Security Specialist, or VA SIC will notify the VA Contracting Officer of the adjudicating results of the background investigation or screening.
- e. The VA Contracting Officer and Personnel Security Specialist will ensure that the required investigations or screening have been completed or are in the process of being requested.

5.2 Personnel Identity Verification (PIV) of Contractor Personnel

In accordance with FAR 52.204-9 and VA Directive 0735 – *Personal Identity Verification of Federal Employees and Contractors*, any contract person who requires routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system will be required to verify their identity prior to providing services under the contract. Prior to providing services under the contract, each contract person will be asked to provide two (2) forms of identification from the Accepted Identification Documentation List to the appropriate VA representative in order to obtain a proper VA-issued identification card. See the Accepted Identification Documentation List provided below. The COR, or designee, will be responsible for sponsoring each contract person that requires a VA-issued identification card.

5.3 Security Accreditation Package

3.3.1 The C&A requirements do not apply to this service requirement and a Security Accreditation Package is not required. Contractor personnel will have NO access to VA sensitive information in their work/service area.

3.3.2 All contractors, whether they have access to PHI or not, are required to complete the VA Privacy and Information Security Awareness and Rules of Behavior (VA10176) training.

6.0 QUALITY ASSURANCE AND QUALITY CONTROL

6.1 Contractor's Quality Control: In accordance with FAR 46.202-1, the Government shall rely on contractors' existing quality control/assurance systems as a substitute for Government inspection and testing before tender for acceptance unless customary market practices for the commercial item being acquired include in-process inspection. Any in-process inspection by the Government shall be conducted in a manner consistent with commercial practice.

6.2 Government's Quality Assurance:

6.2.1 In accordance FAR 46.202-2(b), the Government shall not rely on inspection by the contractor if the COR determines that the Government has a need to test the supplies or services in advance of their tender for acceptance, or to pass judgment upon the adequacy of the contractor's internal work processes. In making the determination, the COR shall consider--

- (1) The nature of the supplies and services being purchased and their intended use;
- (2) The potential losses in the event of defects;
- (3) The likelihood of uncontested replacement or correction of defective work; and
- (4) The cost of detailed Government inspection.

6.2.2 The COR will monitor the contractor's performance using a Quality Assurance Surveillance Plan (QASP). The COR and the Contractor will coordinate and agree upon a QASP inspection plan within 30 days after the contract effective date. In accordance with FAR 46.202(3), the following standard inspection requirements shall apply:

- (1) Require the contractor to provide and maintain an inspection system that is acceptable to the Government;
- (2) Give the Government the right to make inspections and tests while work is in process; and
- (3) Require the contractor to keep complete, and make available to the Government, records of its inspection work.

6.2.3 Inspection/Acceptance will be made in accordance with FAR 52.212-4(a), whereas the Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. If repair/replacement or re-performance will not correct the defects or is not possible, the government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights --

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

ATTACHMENTS, DOCUMENTS, AND EXHIBITS

1. See attached document: Generator 1 and 2 Spec Sheets, CFC and ACC.
2. See attached document: Generator 3 Spec Sheet, E Wing.
3. See attached document: Generator 4 Spec Sheet, Parking Structure.
4. See attached document: Inspection Check List.
5. See attached document: ATS Submittal and Specifications Amendment P00007.

FAR 52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Applicability.* This clause applies only to—

- (1) Contracts that have been set aside or reserved for small business concerns or 8(a) concerns;
- (2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) concerns; and
- (3) Orders set aside for small business or 8(a) concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for—

(1) *Services (except construction).* At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) *Supplies (other than procurement from a nonmanufacturer of such supplies).* The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) *General construction.* The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) *Construction by special trade contractors.* The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(End of Clause)