

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO. 640-16-1-5051-0013		PAGE 1 OF 66	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA261-16-R-0139	
						6. SOLICITATION ISSUE DATE 12-14-2015	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Jet Flores				b. TELEPHONE NO. (No Collect Calls) (916) 923-4553	
						8. OFFER DUE DATE/LOCAL TIME 01-06-2015 3:30PM (PST)	
9. ISSUED BY Department of Veterans Affairs VA Sierra Pacific Network (VISN 21) VA Northern California HealthCare System 5342 Dudley Blvd. Bldg 98 (NCO 21) McClellan CA 95652-1012		CODE 612MCP		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 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input checked="" type="checkbox"/> 8(A) NAICS: 541330 SIZE STANDARD: \$15 Million			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS				13b. RATING N/A	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO VA Northern California Healthcare System 5342 Dudley Blvd. Bldg 98 McClellan CA 95652		CODE		16. ADMINISTERED BY Department of Veterans Affairs Department of Veterans Affairs VA Northern California HealthCare System 5342 Dudley Blvd. Bldg 98 (NCO 21) McClellan CA 95652-1012			
				CODE 612MCP			
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs FMS VA-9(101) Financial Services Center PO Box 149971 Austin TX 78714-9971			
				CODE			
TELEPHONE NO.		DUNS:		DUNS+4:		PHONE: FAX:	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Peform maintenance, inspection, repairs and testing service of emergency power distribution system in accordance with the attached Performance Work Statement.						
				(Use Reverse and/or Attach Additional Sheets as Necessary)			
25. ACCOUNTING AND APPROPRIATION DATA					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 checked="" 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 type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ 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)		31c. DATE SIGNED	

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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 00261 Mark J. Mikus

Department of Veterans Affairs

VA Sierra Pacific Network (VISN 21)

VA Northern California HealthCare System

5342 Dudley Blvd. Bldg 98 (NCO 21)

McClellan CA 95652-1012

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

☒ 52.232-34, Payment by Electronic Funds Transfer—Other Than System For Award Management, or

☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly ☐

b. Semi-Annually ☐

c. Other ☒ Upon completion of work and acceptance by the Government.

4. GOVERNMENT INVOICE ADDRESS: All Invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests.

Department of Veterans Affairs

FMS VA-9(101) Financial Services Center

PO Box 149971

Austin TX 78714-9971

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

AMENDMENT NO	DATE

B.2 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes FAR 52.219-14 Limitations on Subcontracting. Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

B.3 PRICE/COST SCHEDULE**ITEM INFORMATION**

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Base Year PERFORMANCE WORK STATEMENT (PWS) MAINTENANCE, INSPECTION, REPAIRS, AND TESTING OF THE EMERGENCY POWER DISTRIBUTION SYSTEM SERVICES for VAPAHCS April 1, 2016 through August 31, 2016	1.00	JB		
0002	Option Year 1 PERFORMANCE WORK STATEMENT (PWS) MAINTENANCE, INSPECTION, REPAIRS, AND TESTING OF THE EMERGENCY POWER DISTRIBUTION SYSTEM SERVICES for VAPAHCS September 1, 2016 through August 31, 2017	1.00	JB		
				GRAND TOTAL	

SECTION C - CONTRACT CLAUSES

C.1 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

(End of Clause)

C.2 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)

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

"Postconsumer fiber" means— (1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

(b) The Contractor is required to submit paper documents, such as offers, letters, or reports that are printed or copied double-sided on paper containing at least 30 percent postconsumer fiber, whenever practicable, when not using electronic commerce methods to submit information or data to the Government.

(End of Clause)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011

C.3 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984

C.4 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (MAY 2015)

(a) *Inspection/Acceptance.* 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 reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance 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.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR

52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.—

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall

immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) *System for Award Management (SAM)*.

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) *Unauthorized Obligations*.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor’s representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

C.5 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (NOV 2015)

(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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(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) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(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:

[X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

[] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

☐ (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 (OCT 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

☐ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015) (31 U.S.C. 6101 note).

☐ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

☐ (10) [Reserved]

☐ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

☐ (ii) Alternate I (NOV 2011) of 52.219-3.

☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (JAN 2011) of 52.219-4.

☐ (13) [Reserved]

☒ (14)(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).

☐ (15)(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.

☒ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2015) (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 (OCT 2015) of 52.219-9.
- ☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☒ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ☐ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- ☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).
- ☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ☒ (28) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).
- ☒ (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- ☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- ☒ (31) 52.222-37, Employment Reports on Veterans (OCT 2015) (38 U.S.C. 4212).
- ☒ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☒ (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ☒ (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 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)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (OCT 2015) of 52.223-13.

☐ (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-14.

☐ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

☐ (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-16.

☒ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ (41) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

☐ (42)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (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 (MAY 2014) of 52.225-3.

☐ (iii) Alternate II (MAY 2014) of 52.225-3.

☐ (iv) Alternate III (MAY 2014) of 52.225-3.

☐ (43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

☒ (44) 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).

☐ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

☐ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

☒ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (54)(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:

☒ (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

☒ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

☒ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

Employee Class

Monetary Wage-Fringe Benefits

☒ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☒ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

☐ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

☐ (10) 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 (OCT 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (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 \$700,000 (\$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 (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (OCT 2015) (38 U.S.C. 4212).

(ix) 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.

(x) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(xi)(A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (E.O. 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 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)

C.6 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>

<http://www.va.gov/oal/library/vaar/>

(End of Clause)

C.7 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

C.8 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEC 2009)

(a) In an effort to achieve socioeconomic small business goals, depending on the evaluation factors included in the solicitation, VA shall evaluate offerors based on their service-disabled veteran-owned or veteran-owned small business status and their proposed use of eligible service-disabled veteran-owned small businesses and veteran-owned small businesses as subcontractors.

(b) Eligible service-disabled veteran-owned offerors will receive full credit, and offerors qualifying as veteran-owned small businesses will receive partial credit for the Service-Disabled Veteran-Owned and Veteran-owned Small Business Status evaluation factor. To receive credit, an offeror must be registered and verified in Vendor Information Pages (VIP) database. (<http://www.VetBiz.gov>).

(c) Non-veteran offerors proposing to use service-disabled veteran-owned small businesses or veteran-owned small businesses as subcontractors will receive some consideration under this evaluation factor. Offerors must state in their proposals the names of the SDVOSBs and VOSBs with whom they intend to subcontract and provide a brief description of the proposed subcontracts and the approximate dollar values of the proposed subcontracts. In addition, the proposed subcontractors must be registered and verified in the VetBiz.gov VIP database (<http://www.vetbiz.gov>).

(End of Provision)

C.9 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)

The offeror agrees, if awarded a contract, to use the service-disabled veteran-owned small businesses or veteran-owned small businesses proposed as subcontractors in accordance with 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, or to substitute one or more service-disabled veteran-owned small businesses or veteran-owned small businesses for subcontract work of the same or similar value.

(End of Clause)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2012

C.10 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 California. 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)

**SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR
ATTACHMENTS**

**PERFORMANCE WORK STATEMENT (PWS)
MAINTENANCE, INSPECTION, REPAIRS, AND TESTING OF THE EMERGENCY POWER
DISTRIBUTION SYSTEM SERVICES for VAPAHCS**

SECTION 1

- 1.0 GENERAL.** This Performance Work Statement (PWS) sets forth the contract performance requirements for the inspection and testing of Government owned / Government operated emergency power distribution system. The emergency power distribution system consist of but is not limited to generators, automatic transfer switches, manual transfer switches, distribution switchboards, cables, and auxiliary components at VA Palo Alto Health Care System (VAPAHCS) facilities in Palo Alto, Menlo Park, Livermore, and Monterey. The emergency power distributions system shall be available to provide power on a twenty-four (24) hours per day, seven (7) days per week, three-hundred sixty-five (365) days per year basis to facilities.
- 2.0 SCOPE.** The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, management services necessary to perform the maintenance, inspection, and testing as required in this Performance Work Statement (PWS). The contractor shall perform to the standards in this contract. The Contractor shall abide by all laws, rules, and regulation applicable emergency power distribution system. All service must comply with the PWS and all applicable federal, state, NFPA 70, 70B, 70E, 99, & 110, the Joint Commission, OSHA, and Bay Area Air Quality Management Board laws, NETA MTS, codes, and VA policies and directives.
- 3.0 BACKGROUND.** The VAPAHCS is committed to the protection of the environment and compliance with all applicable environment protection laws. The VAPAHCS facilities has a spill prevention control and countermeasure plan, record-keeping requirements and regulations, procedures and organizational mechanisms designed to prevent or limit accidental release of petroleum, oil and lubricates (POL) to surface water, groundwater, or soils. VAPAHCS has a total of 35 generators, 2 best battery system, and 1 load bank, which will require maintenance. See Technical Exhibit 1 – Generator Inventory.
- 4.0 OBJECTIVES.** General performance objectives includes but are not limited to:
- 4.1** Ensure functionality and operability of Emergency Power Distribution System at VAPAHCS.
 - 4.2** Be in full compliance with inspections and testing as required by the Joint Commission, NFPA 70, NFPA 70B, NFPA 70E, NFPA 99, NFPA 110, OSHA, NETA MTS 2015, Bay Area Air Quality Management Board, VHA Directive 1028 – Electrical Power Distribution System, and Manufacture recommendations. The Join Commission’s Environment of Care (EC) standards require written Utility Management Plan.
 - 4.3** Protect the natural resources and environment while maintaining mission essential facilities operations.
 - 4.4** Authority Having Jurisdiction (AHJ) shall be the Chief Engineer, VAPAHCS. Contractor shall acknowledge and accept the decision from the AHJ. The AHJ decisions are final and

irrevocable if they comply with the reference list (5.4.2.1.1 – 5.4.2.1.10), local, or VA Palo Alto Health Care code or policy. This PWS has task and items that supersede the reference list and codes, which will be supported. It is the contractor's responsibility to understand the PWS.

5.0 DESCRIPTION OF SERVICES.

5.1 The Contractor shall provide all labor, equipment, supplies, facilities, tools, transportation, material, management services, and other items and services necessary to provide inspection, cleaning, testing, calibration, maintenance and repairs of emergency generator and associated system.

5.2 QUALIFICATIONS.

5.2.1 Contractor shall have a valid contractor's license and certificates. Contractor shall have completed the Occupational Safety & Health Administration approved 30 hour construction safety training, OSHA Standard 29 Code of Federal Regulations (CFR) 1910 Subpart S – Electrical, and NFPA 70E – Standard for Electrical Safety Workplace. Contractor shall submit with technical package.

5.2.2 Contractor shall have technical trainings and track records of working experience in maintenance, inspection, testing, and repairs of the Emergency Electrical Power Distribution System and its components in healthcare, industrial, educational, and commercial facilities for a minimum of five (5) years. Contractor shall submit with technical package.

5.2.3 Contractor shall possess all required certificates and licenses to Caterpillar, Detroit, and Cummins engines and Engine Manufacturer certification or equivalent training for other engines. Contractor shall submit copies of licenses and certificates in their technical package.

5.2.4 Qualifications shall be verified in Technical Package. Government has the right to verify qualification upon request for the duration of the contract. License and Certificates shall be submitted with Contractor's Technical Package for review. Not providing requested documentation on the technical package can and will disqualify bidder.

5.3 PERIOD OF PERFORMANCE: The proposed contract action is anticipated to be a Firm-Fixed price award. This contract will be comprised of a base period and one (1) option period of 12-months. All items in PWS shall be enforced for the duration of contract.

5.3.1 Add/Delete Services or Equipment. Government reserves the right to add or delete equipment or services with one month advance notice.

5.3.2 Contractor shall verify and submit in writing to Contracting Officer (CO) and Contracting Officer Representative (COR) the number of pieces of equipment

that shall be maintained for approval before commencing work. Contractor shall commence work once CO and COR has approved the list in writing.

5.3.3 Government shall only pay on services rendered.

5.4 SCOPE OF WORK: Contractor shall provide all tools, materials, equipment, labor, supervision and transportation to do the maintenance, inspection, testing, repairs, and annual Preventative Maintenance on the Emergency Generators, load bank (building 605), best battery system (buildings 103 and 605) and auxiliary equipment or systems in order to maintain them in a functional, capable, safe, efficient and economical condition. Required Emergency Generators and auxiliary equipment/systems under this contract are listed in Technical Exhibit 1. The contractor shall conduct preliminary studies of Generators and auxiliary equipment under this contract and update spreadsheet with current information. The contractor shall provide the recognized industry standard maintenance procedures, manufacture recommendations, and federal, state and local codes. The following work tasks are requirements to be performed under this PWS.

5.4.1 Locations. Contractors shall provide service to the following locations:

- 5.4.1.1.1 Palo Alto Division,** 3801 Miranda Avenue, Palo Alto, CA 94304
- 5.4.1.1.2 Menlo Park Division,** 795 Willow Road, Menlo Park, CA 94025
- 5.4.1.1.3 Livermore Division,** 4951 Arroyo Road, Livermore, CA 94550
- 5.4.1.1.4 Monterey Clinic,** 3401 Engineer Lane, Seaside, CA 93955

5.4.2 Code References. Contractor shall adhere to the code references listed (5.4.2.1.1 – 5.4.2.1.10), which shall include all codes, standards, articles, recommended practices, guides, notes, explanatory material, and annotations within the code reference or books. Contractor shall use the most update code reference. Contractor shall be knowledgeable of listed references. No deviation of reference material listed shall be authorized without a written approval from the Authority Having Jurisdiction, which will be the Chief of Engineering, VAPAHCS.

- 5.4.2.1.1 NFPA 70,** National Electrical Code 2015 (future 2018)
- 5.4.2.1.2 NFPA 70B,** Recommended Practice for Electrical Equipment Maintenance 2013 (future 2015 and 2018)
- 5.4.2.1.3 NFPA 70E,** Standard for Electrical Safety in the Workplace 2015 (future 2018)
- 5.4.2.1.4 NFPA 99,** Health Care Facilities Code 2015 (future 2018)
- 5.4.2.1.5 NFPA 110,** Standard for Emergency and Standby Power Systems 2013 (future 2016)
- 5.4.2.1.6 OSHA,** Standard 29 CFR 1910, Subpart I & S

- 5.4.2.1.7 **NETA MTS-2015**, Standard for Maintenance Testing Specifications for Electrical Power Equipment and Systems 2015
- 5.4.2.1.8 **Operating / Maintenance Manual**, Manufacture's OEM
- 5.4.2.1.9 **Memorandum No. 138-09-04**, Emergency Power Supply Systems
- 5.4.2.1.10 **BAAQBM**, Bay Area Air Quality Board Management standards

5.4.2.2 Contractor shall be responsible to have on hand the most current reference books, standards, and codes listed in 5.4.2.1.1 – 5.4.2.1.10 at no cost to the government.

5.4.3 Temporary Generator. Contractor shall provide temporary generator, cables, cables protectors, start/stop, battery charger cables, and jack water heater cables. Contractor shall provide equal temporary generator equally to generator being worked on. Contractor shall be responsible to provide labor, equipment, and materials required for installation and connection of temporary generator. Contractor shall follow lock out / tag out procedure as per VA policy and NFPA 70E. Contractor shall provide the proper personal protective gear as per arc flash label, NFPA 70E, and VA policy, which includes, but not limited to PPE (arc flash gear) when checking or measuring for voltage and check for rotation. Contractor shall not interrupt any electrical services or take off line any generators without the consent of the COR. In the event that any electrical services or a generator is taken off line without the consent of the engineering or COR the government reserves the right to remove the contractor or it personnel. Loss of electrical services or generator places patients' safety at risk. Contractor shall provide cost breakdown for each use of temporary generator. Government shall only pay for services rendered.

5.4.3.1 Failure of Temp Generator. The contractor shall respond no later than one hour to any failure of contractor's generator. Contractor shall be responsible to provide a working generator no later than 4 hours of failure at no cost to the government. If contractor fails or refuses to provide a work temporary generator then the government shall obtain a temporary generator, which the contractor shall be responsible for all cost, fees, and associated expenses.

5.4.4 Contractor shall performance annual maintenance as describe in EPSS (Emergency Power Supply System) Maintenance Schedule in NFPA 110, Annex A, A.8.3.1(a), edition 2013, reference list (5.4.2.1.1 – 5.4.2.1.10), Manufacture Recommendation, and PWS. In the event that there is a conflict in requirements the Contractor shall follow the most stringent, which includes PWS in addition to listed references in 5.4.2.1.1 – 5.4.2.1.10.

5.4.5 Annual inspection and preventive service report. Contractor shall record all finding on the annual inspection and preventive service report. Contractor shall

provide a sample their annual inspection and preventive service report with their technical package. Report shall meet NFPA 110 requirements and provide pass or fail section, and comments/recommendation section. Report shall be equivalent to NFPA 110, A.8.3.1(a).

- 5.4.6 Pre Oil Sample.** Contractor shall first take an oil sample of all generators and have an approved testing lab analyze samples. Contractor shall provide four (4) copies of report, and then perform Annual Preventative Maintenance as per NFPA 110 and listed references in 5.4.2.1.1 – 5.4.2.1.10 most current edition. Contractor is responsible to provide comments of analysis of oil sample to include but not limited to possible breakdown of components, condition of engine, estimate life expectancy, and recommendations. This contract may ask for more stringent requirements then the code, which will supersede the code or standards.
- 5.4.7 Lubricants.** The contractor shall replace all lubricants to include but, not limited to: oil, oil filters, governor oil, fuel filters, coolant, and coolant filters. Grease component as per manufacture recommendation. Inspect, change, and clean crankcase breather.
- 5.4.8 Fuel System.** Check and test tank vents and overflow piping unobstructed. Inspect piping. Inspect and check engine fuel system for proper operation.
- 5.4.9 Cooling System.** Clean rod out heat exchanger. Clean exterior of radiator. Inspect and replace if required fan and alternator belt, flexible hoses and connection, jacket water heater. Check water pumps for leaks. Inspect, check for proper operations, clean, and replace if required duct work, louvers, louver motors and controls. Replace any leaking coolant gaskets. Check for correct thermostat operation, adjust as necessary. Inspect, check, and replace coolant line leaks. Check and clean vacuum boxes, panels, and cabinets.
- 5.4.10 Exhaust System.** Inspect, check, tighten, and repair leakage, drain condensate trap, and flexible exhaust section. Test for excessive backpressure. Inspect and check exhaust system hangers and support. Inspect and check insulation and fire hazards.
- 5.4.11 Battery System.** Inspect and check battery for provide a list of recommended replacement or failures. Check electrolyte level. Clean and tight terminals at battery and starter. Remove corrosion and case exterior. Check charge and char rate and adjust if required. Check equalize charge.
- 5.4.12 Electrical System.** Tighten control and power wiring connections. Inspect and check wire chafing where subject to movement. Check operation of safeties and alarms per manufactures recommendation for proper operation and calibration. Note: DO NOT TEST THE SAFETIES THAT ARE WIRED INTO THE SWITCHGEAR IN BLDG 103. Clean all boxes, panels and cabinets. Inspect, check, change if require, clean, and test all circuit breakers and fuse (Note: Do

not break manufacturer's seals or perform internal inspections on these devices). Inspect and clean transfer switch main contacts. Check, test, and calibrate voltage-sensing relays/devices. Test generator wiring for insulation breakdown.

- 5.4.13 Prime Mover.** Perform a general inspection. Service and replace air cleaner and governor oil. Inspect, check, change if required, clean, and test ignition system: plugs, points, coil, cap, rotor, secondary wire insulation. Review OEM manuals, machine total run hours less than recommended OEM time frame to perform valve lash maintenance shall not be performed, machines over recommended time frame shall be serviced. Cummings for example mandates a valve lash and injector test for older machines every 500 hours, for Cummings for machine that currently have over 500 hours provide estimate and disregard those under 500 hours, this will be addressed on a one by one basis. Test injector pump and injectors for flow rate pressure and/or spray pattern as per manufacture recommendations. Test valve clearance and torque head-bolts as per manufacture recommendations.
- 5.4.14 Generator.** Inspect, check, and clean brush length, appearance, and free to move in holder as per manufacture recommendations. Check and clean rotor and stator, check and clean commutator and slip rings as per manufacture recommendations. Check and replace bearing and grease bearing per manufacture recommendations. Inspect, check, and clean exciter and voltage regulator. Perform test to measure and record resistance reading of winding with insulation tester (Megger). The insulation test shall be provided to the COR in the final report submission. Insulation test report shall have recorded values, manufacture scale and accepted values, analysis of recorded values, comments, and recommendations.
- 5.4.15** Inspect for general condition of EPSS, any unusual condition of vibration, leakage, noise, temperature, or deterioration.
- 5.4.16 Clean Equipment and area.** Clean and scrub down the prime mover with moist rags and a biodegradable detergent. Clean and scrub the concrete floor directly under the generator set where accessible.
- 5.4.17 Testing.** Contractor shall conduct load bank as outline in PWS paragraph 5.4.18. Contractor shall contact COR and request to restore system to automatic operation condition. COR or VA designee shall be physically present when engine is put back in automatic operation. Contractor shall perform a functional test with the COR or VA designee present to verify.
- 5.4.18 Load Bank.** Contractor shall perform load bank test on every generator after annual maintenance. Load bank test shall consist of not less than 60 percent of the nameplate KW rating for 30 continuous minutes and at not less than **85** percent of nameplate KW rating for **3 ½** continuous hours for a total test duration of not less than 4 continuous hours. This requirement is more stringent than the code, but is required by the PWS and shall be enforced. Engines will be

gradually ramp down after completion of test and provide cool down period of not less than 5 minutes. Contractor shall record test at every 15 minutes intervals. In the event that the generator stops at any time during the load bank test it becomes invalid. A new load bank test shall be conducted from the start. Contractor shall perform load bank test with COR or VA designee physically present to verify test.

5.4.18.1 Contractor shall provide Load Bank test log. Contractor shall record test at every 15 minutes intervals. Technician performing load bank shall sign log. Log shall have at a minimum on the following, but not limited to:

- 5.4.18.1.1** Date
- 5.4.18.1.2** Engine Make, Model, Serial Number
- 5.4.18.1.3** Generator Make, Model, Serial Number
- 5.4.18.1.4** Rated KW, KVA
- 5.4.18.1.5** Voltage and Amperage
- 5.4.18.1.6** Power factor
- 5.4.18.1.7** Unit Number
- 5.4.18.1.8** Bay Area Air Quality Management equipment no.
- 5.4.18.1.9** Time (hours) every 15 minutes, Total KW, Phase Voltage, Hz, PF, water temperature, oil pressure, fuel press, battery volts, ambient temperature, unit hour meter at unit's control panel.

5.4.19 Load Bank Maintenance. Contractor shall perform preventative maintenance on stationary load bank at building 605 as per manufacture recommendations. Contractor shall check all breakers and fuses for proper operation. Contractor shall provide a report of all item check and tested. Contractor shall provide an electronic copy to the COR.

5.4.20 Best Battery System. Contractor shall perform preventative maintenance on best battery system. Check and test all breakers and fuses. Provided maintenance as per manufacture's recommendations. Check and test all batteries. Provide report on batteries condition and amp draw test. Best battery system is installed at building 103 and 605.

5.4.21 Calibration. Contractor shall perform all calibrations to generators and load bank to all systems as per manufacture's recommendations.

5.4.22 Top Off Fluids. Contractor shall top off any fluids for the duration of contract period at no additional cost to the government. Contractor shall top off fluids within 2 day of request.

5.4.23 Consultation. Contractor shall provide consultation services by phone, written, or in person at the request of VAPAHCS at no additional cost to the government.

Services shall be provided no later than three (3) working days from date of request.

5.4.24 Travel Cost. All travel costs associated with the performance of this contract are the responsibility of the contractor and are provided at no additional cost to the Government as part of this contract. Travel costs are defines as but are not limited to time and vehicle costs from personnel in travel to and from job site for all duties outlined in this PWS.

5.4.25 Project Updates, Weekly Report, and Meetings. Contractor shall provide project updates in writing and emailed them every week.

5.4.25.1 Contractor shall provide weekly progress reports, which shall be email to COR. Weekly progress reports shall consist at a minimum of work completed, task schedule for the next two weeks, issue, and other critical items. Contractor shall meet with COR every week. COR shall set the date and time for weekly meetings.

5.4.25.2 Contractor shall meet after completion of work on every campuses or site with the COR, M&R Chief of the station, and Electrical Supervisor. COR shall establish date and time.

5.5 INVOICING. Contractor shall invoice 30 percent of contract cost for 1/3 complete work, 60 percent of contract cost for 2/3 completed, and 90 percent of contract cost for 100% completion of all generators and shall be review and acceptance by VA, COR. Contractor shall invoice the remaining 10 percent upon delivery of document and records, which are outline in this PWS. Contractor shall provide one charge with attached invoices describing charges per generator.

5.6 REPORTS.

5.6.1 Reports submission. The contractor shall provide reports to include, but not limited to Megger test (with manufacture acceptance scale), Annual inspection and preventive maintenance service report, oil analysis, load bank log, and summary of deficiencies report with recommendation for repairs and cost. Contractor shall deliver reports no later than 10 days from completion of work. *Contractor shall also provide sample reports on their technical package.* Contractor shall provide four (4) hard three ring binders and one CD ROM of all reports. All report shall adhere to and shall be equivalent to NFPA 110 and reference list (5.4.2.1.1 – 5.4.2.1.10), which COR will review and approve acceptance or request proper information or format from the Contractor, in addition to the following:

- 5.6.1.1** Installation name
- 5.6.1.2** Equipment number and location
- 5.6.1.3** Date and time work performed
- 5.6.1.4** Licensed technician performed the service and signature

- 5.6.1.5 Description and method of service performed
- 5.6.1.6 Inspection, testing, calibration and/or maintenance data
- 5.6.1.7 Conditions of serviced equipment and/or systems
- 5.6.1.8 Signature of contractor representative

5.6.2 Other Reports. Contractor shall provide copies of all other records to include, but no limited to: daily safety meeting, week progress reports, emails, certified pay rolls (which will be provided to COR every week or biweekly depending on company's frequency), incident reports, safety violations, and others reports. Reports shall be on a separate binder and CD rom which will be submit to the COR at completion of work. Reports shall be delivered no later than 10 days from completion of project.

5.6.3 Deficiency Report. When any deficiencies are identified on the contractor shall inform the COR immediately via verbal and written notification email. Contractor shall submit the deficiency report to the COR within three (3) days. The deficiency report shall include at a minimum the following information:

- 5.6.3.1 Installation name
- 5.6.3.2 Equipment/system name
- 5.6.3.3 Date of failure
- 5.6.3.4 Description of failure (pictures, drawings, etc.)
- 5.6.3.5 Justification (if repair is not accomplished)
- 5.6.3.6 Description of repair work (pictures, drawings, etc.)
- 5.6.3.7 Material list (description of article, quantity, catalogue-cut, pictures, etc.) for repair
- 5.6.3.8 Proposed repair schedule
- 5.6.3.9 Cost estimate
- 5.6.3.10 Submission date of the report
- 5.6.3.11 Signature of technician

5.6.4 Annual Schedule. The contractor shall submit an annual schedule to the COR to obtain approval within 15 days from contract award date and the start date of each option year. The annual schedule shall show the order in which the contractor proposes to perform the inspections, testing, calibration, and maintenance service, the dates on which the contractor will start each work element, and the scheduled date for completion of each element. Contractor shall provide a Gantt chart. Note: Review paragraph 14 (14.1 and 14.2).

5.7 Update Information. Contractor shall update all records and spreadsheet with generator and load bank information. Contractor shall review existing spreadsheets (generator inventory list) and make proper corrections with update information. Contractor shall update and gather information at the request of the VA at no additional cost to the government.

6.0 HAZARDOUS MATERIAL. No hazardous materials shall be stored on VA grounds. Contractor shall provide a list of hazardous material(s) required on this PWS and have a written approval by

VA Safety Office or COR. The list shall include at a minimum name of hazardous material, quantity, and safety data sheet. Contractor and representatives shall not bring any hazardous material which have not been declared. Contractor shall update hazardous material list and submit before bring undisclosed material for VA approval by safety office or COR. Contractor shall report any spill or mishap to the COR immediately. Contractor shall request permission in writing to the COR if hazardous materials are required to be stored on VA grounds, which will require a written approval by the VA Safety Office or COR. If approval is granted hazardous material shall be stored on VA grounds greater than three calendar days.

- 6.1** Contractor shall be responsible to remove and dispose of hazardous materials from this PWS within accordance to federal, state, and local authorities. Contractor shall be responsible for any fines incurred and fee for properly disposal.
- 6.2** Contractor shall be responsible to clean up any spills that they cause. They shall be financially responsible for cleaning fees, fines, or other expenses related to the spill. Spills shall be clean up immediately. If contractor refuses to clean any spill or clean up spill immediate the VA will clean up the spill and charge the contractor all fee and expenses incurred per incident.
- 6.3** All hazardous materials must be stored in the appropriate storage containers and/or cabinets. The contractor shall immediately report spills or release of hazardous material to the COR. The contractor shall be liable for containment and environmental clean-up of spill. The contractor shall comply with environmental and hazardous materials storage and handling requirements and maintain current Safety Data Sheets (SDS).
- 7.0 RECORDS:** The contractor shall be responsible for creating, maintaining government required records that are specifically cited in this PWS or required by the Federal, State, and Local law and authorities. The contractor shall provide the original records or a reproducible copy of any such record within five (5) working days of receipt of the request from the government at no additional cost. The cost of reproductions and deliver shall be the contractor's responsibility. Only VAPAHCS engineering department, COR, or CO shall have the authority to approve request and receive records. Contractor shall safe guard any and all information. Contractor shall inform CO and COR of any request made, which CO or COR will authorize or disapprove.
- 8.0 REGULATORY FRAMEWORK.** Contractor shall adhere and be knowledgeable to reference listed (5.4.2.1.1 – 5.4.2.1.10). Contractor shall not deviate from reference. Authority having jurisdiction has the authority to make changes.
- 9.0 SHUTDOWNS.** Contractor shall adhere to VAPAHCS shutdown and lock out / tag out policies. Contractor shall provide three week notice for shutdowns of generators or any part of the system. Contractor shall submit all required paperwork to COR no later than three week of work. Shutdowns are a request and can be denied or reschedule at no cost to the government. Contract shall reschedule work at the request of the VA, CO, or COR at no cost to the government. VAPAHCS is a hospital with patient care operations that shall not be impaired. Contractor shall bring back utilities and generators at any stage of work at the request of the VAPAHCS at no cost to the government. At no time shall work interfere with the operations or patient care of the VAPAHCS. Note: Review paragraph 14 (14.1 and 14.2).

10.0 SAFETY AND HEALTH STANDARDS. The contractor shall coordinate worksite with applicable personnel to ensure the protection employees and the environment, the prevention of damage to property, utilities, materials, supplies, equipment, and the avoidance of work interruptions. For these purposes, the contractor shall maintain programs to comply with OSHA Safety and Health regulations and NFPA 70E. The contractor shall conduct daily safety meetings before work, record the safety meeting, and provide records to the COR on a weekly basis. A copy of the entire project safety meeting shall be require at the end of the project.

10.1 Safety Plan. Contractor shall submit a safety plan to the COR within 10 days of contract award date. Safety plan shall be review by COR for approval. Contractor shall comply with COR comments and requirements.

10.2 Public Laws and Statutes. The Contractor shall comply with the issue or version (including all changes and amendments) of federal, state and local environmental statutes and regulations in effect of date of issuance of this delivery order, including, the applicable portions of the documents cited in the basic contract. The contractor shall comply with the issue or version of the instructions, regulations, policies and other documents in effect on the date of issuance of this delivery order, including but not limited to the document cited herein.

11.0 EMERGENCY / CALL BACK SERVICES

11.1 Emergency Services. The contractor shall response for emergency calls upon the discretion of the CO or COR. The contractor shall perform emergency repairs to facilities, systems, improvements, or utilities damaged. Emergency calls consist of correcting failures that constitute an immediate danger to personnel, threaten to damage property, threaten the environment, and threaten to disrupt operations. Contractor shall respond to emergency calsl within one (1) hours of initial call. Contractor shall provide and list of contacts and phone numbers.

11.2 Urgent services. Urgent service calls will be classified as urgent at the discretion of the CO or COR. Generally, urgent calls consist of providing services or correcting failures which do not immediately threaten personnel, property, environment, or operations, but have the potential of becoming threatening. Contractor shall response to urgent calls within two (2) hours of initial call.

11.3 Routine services. Routine service call will be classified as routine when the work does not qualify as an emergency or urgent call. Contractor shall respond to routine services calls within three (3) days of initial call.

11.4 Call list and log. Contractor shall provide and update a list of contacts and phone numbers. A log shall be maintained of all service calls received; a description of the problem or requested work, date and time received location, name, and number. The contractor shall plan and schedule work to assure material, labor, and equipment are available to complete work requirements with regard to established time limits and quality standards. Call log shall be submitted the end of every month no later than 5 days of

following month. In the months with no calls, contractor shall submit call log with an annotation that shall read NO EVENTS FOR THE MONTH.

12.0 Repairs. Contractor shall not perform any repairs not included in the PWS. Contract will not be compensated for any addition repairs without proper authority. Contractor shall provide a proposal for repairs. Contractor shall obtain a write approve or change order with authorization and notification of available funds. Only the Contracting Officer has the authority to approve change orders. If a repair budget is attached to this contract only the COR or CO has the authority of available funds. The contractor shall not assume that the funds will be approved or available. The contract shall no invoice against the repair funds without approval of the COR or CO. All repairs shall be authorized in writing.

12.1 Load Bank Testing After Repairs. Contractor shall perform a load bank test after the completion of repairs. The load bank shall consist of not less than 50 percent of the nameplate KW rating for 30 continuous minutes and at not less than 75 percent of nameplate KW rating for 1 continuous hours for a total test duration of not less than 1 1/2 continuous hours. COR or VA designee shall be present to verify load bank test.

12.1.1 Contractor shall provide Load Bank test log. Contractor shall record test at every 15 minutes interval. Technician performing load bank shall sign log. Log shall have at a minimum on the log the following, but not limited to:

- 12.1.1.1** Date
- 12.1.1.2** Engine Make, Model, Serial Number
- 12.1.1.3** Generator Make, Model, Serial Number
- 12.1.1.4** Rated KW, KVA
- 12.1.1.5** Voltage and Amperage
- 12.1.1.6** Power factor
- 12.1.1.7** Unit Number
- 12.1.1.8** Bay Area Air Quality Management equipment no.
- 12.1.1.9** Time (hours) every 15 minutes, Total KW, Phase Voltage, Hz, PF, water temperature, oil pressure, fuel press, battery volts, ambient temperature, unit hour meter at unit's control panel.

12.2 Testing. Contractor shall conduct load bank as outline in PWS paragraph 12.1 and 12.1.1. Contractor shall contact COR and request to restore system to automatic operation condition. COR or VA designee shall be physically present when engine is put back in automatic operation. Contractor shall perform a functional test with the COR or VA designee present to verify.

13.0 OPERATION IMPACT MISSION. If during the evaluation, inspection, repairs or any other time a generator and its system requires repairs or replacement, the contractor shall notified the COR immediately. The contractor shall notify the COR of the required time for these operations to adequately allocated resources and adjust VAPAHCS operations. Contractor shall inform COR of any failure immediate by phone and followed up with an email.

14.0 GENERAL INFORMATION

14.1 Contract Manager. The contractor shall provide a contract manager who shall be responsible for the work. The name of this person, and an alternate(s) who shall act for the contractor when the manager is absent, shall be designated in writing to the contracting officer. The contract manager or alternate shall have full authority to act for the contractor on all matters relating to this contract.

14.2 The contract manager or alternate shall be available during normal working hours to meet with COR to discuss problem areas. The contract manager shall provide an emergency contract number for any emergency situation.

14.3 Contractor Employees. The contractor is required to provide employees who have at least five (5) years of experience in similar work of this requirement. The contractor personnel shall all possess the following listed certificates/licenses for the life of the contract:

14.3.1 Caterpillar, Detroit, and Cummins Manufacture certifications

14.3.2 ATS certifications (GE, Zenith, and ASCO)

14.3.3 CPR

14.3.4 Electrical Hazard / Arc Flash

14.3.5 State electrical journeyman certificate / Journeyman Certify

14.3.6 Lock out / Tag Out

14.3.7 OSHA 10 training

License and Certificates shall be submitted with Contractors Technical Package for review. Not providing requested documentation on the technical package can and will disqualify bidder.

14.4 The contractor shall keep its employees trained and certified at all time during contract period. The contractor shall ensure all employee certifications are submitted to CO and COR for proper recording of training no later than 10 day after award of contract. VA has the right to inspect and request verification of licenses and certificates of during the contract period. Contractor shall update list of any changes with personnel or certificates/license and submit to COR and CO no later than 5 days of occurrence.

14.5 Remove of Contractor's Employees. The contractor shall utilize only experienced, responsible, and capable employees in the performance of this contract. The CO may require that the contractor remove from the Government job any employee that endangers persons, property, environment, EEO policy, Hostile work environment, or federal work place policy.

14.6 Safety and Hazard. The contractor shall not commence work until a Safety Plan and a Job Hazard Analysis are submitted for review and approved by the COR. The safety plan and job hazard analysis shall be submitted to the COR no later than 10 days of contract award date. COR will evaluate and approval plans. Contractor shall be requirement to provide a complete and comprehensive plan and update any plan at the COR's request.

15.0 Government Furnish Equipment. This PWS does not have any government furnish equipment. Contractor shall not use any government own equipment, material, supplies, or tools. Contractor shall furnish all requirements. The government has the option to terminate the contract in the event that contractor uses government equipment.

16.0 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK.

16.1 The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, eclectic power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and condition of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality , and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the , including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relive the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

16.2 The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

17.0 QUALITY CONTROL PROGRAM. The Contractor shall coordinate, report, and ensure the timely completion of the work specified in this PWS. This encompasses the planning, coordination, technical direction, and surveillance of all activities necessary to execute all work. The contractor shall submit a plan with 10 day after contract awarded date.

17.1 The contractor shall provide the overall management effort required to integrate technical and programmatic functions.

17.2 The contractor shall ensure the technical excellence, cost effectiveness, and timeliness of all required work deliverable products.

17.3 The contractor shall develop and maintain an effective quality control program to ensure service is performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's quality control program is the means by which he/she assures that his/her work complies with the requirements of the contract. At a minimum, the contractor shall

develop Quality Control (QC) procedures addressing the areas identified in Technical Exhibit 1, "Performance Requirements Summary". After acceptance of the QC plan, the contractor shall receive form contracting officer acceptance in writing of proposed QC system. The Government has the right to review and ask for correction, additional items, and update during the contract period.

17.4 The contractor shall institute and maintain a complete QC program to ensure the requirements of this contract are provided as specified. The overall goal of the program should be to identify and correct any problems that may exist before they are identified by or reported to the COR. At a minimum, the program shall include:

17.4.1 An inspection system covering all the services required with a comprehensive checklist to be used to inspect contract performance during scheduled and unscheduled inspections and the names of the individuals who will be performing the inspections. Provide a list of the QC inspectors to the COR. Provide a checklist shall include every area of the operation serviced by the contractor, as well as every task required to be performed.

17.4.2 A system for identifying and correcting deficiencies and/or a pattern of deficiencies in the quality or quantity of service provided before the level of performance become unacceptable and/or government inspectors point out the deficiencies.

17.4.3 A file for inspection conducted by the contractor and related corrective actions. This file should include follow-up documentation of inspections to ensure corrective action was appropriate, complete, and timely. This documentation shall be organized in a logical manner, kept current, and made available to the COR and the CO during the term of the contract. Contract shall submit one electronic and four (4) hard copies of the file thirty (30) day prior to end of the contract. Within five (5) workdays prior to the starting date of the contract, the contract shall submit a copy of this program to the Contracting Officer and COR.

18.0 QUALITY ASSURANCE PLAN.

The government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan and PWS. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. Failure to correct any adverse findings or failure to deliver all services described in this contract may result in non-acceptance of the services by the Government. Failure to meet the standards of this performance work statement may result in a deduction of price equal to the value of the unperformed or poorly performed services. Failure to provide services in accordance with this contract could also result in termination of the contract for cause and/or adversely impact the Contractor's ability to be selected for future contracts as documented.

18.1 Government verification inspections of services shall not constitute acceptance nor replace the contractor inspection or in any way relieve the contractor of any responsibility to take all actions necessary to assure highest quality of service rendered.

18.2 The contractor shall maintain a current list of employees. The list shall include the employee's name, licenses, and certificates. Updated list shall be provided when an employee's status or information changes.

19.0 HOLIDAYS.

19.1 Legal holidays recognized by the Federal Government in accordance with 5 U.S.C. 6103, Executive Order 11582 and Public Law 94-97 or any other by the President of the United States to be a national holiday, the following national holidays are observed and for the purpose of this contract is defined as "Legal Federal, official holidays" as follows:

19.1.1 Recognized Holidays

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

19.1.2 Hours of Operation. The contractor is responsible for conducting services, between the hours of 8:00 am to 4:30 pm from Monday thru Friday except federal holidays or when the Government facility is closed due to local or national emergencies administrative closing.

20.0 PLACE OF PERFORMANCE. The work to be performed under this contract will be at the following sites:

- 20.1.1.1** VA Palo Alto, 3801 Miranda Ave., Palo Alto, CA 94304
- 20.1.1.2** VA Menlo Park, 795 Willow Road, Menlo Park, CA 94025
- 20.1.1.3** VA Livermore, 4951 Arroyo Road, Livermore, CA 94550
- 20.1.1.4** CBOC Monterey, 3401 Engineer Lane, Seaside, CA 93955

21.0 TYPE OF CONTRACT. The government will award a Firm-Fixed-price contract.

22.0 STANDARD OF CONDUCT. Contractor, subcontractors, and contractor's personnel must adhere to the contract and shall conduct themselves according to VA conduct standards.

22.1 Neglect of Duties. Contractor, subcontractors, and personnel neglect of duties shall not be condoned. This shall include but not limited to sleeping on duty, unreasonable delay or failures to carry out assigned tasks, conducting personal affairs during duty hours, and refusing to render assistance or cooperate in upholding the integrity of the work site

security. This can result in the termination of the contract or removal of the employee(s), which will be the decision the VA. The CO shall inform the contractor in writing of actions.

22.2 Disorderly Conduct. The use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities which interfere with normal and efficient of government operations. This can result in the termination of the contract or removal of the employee(s), which will be the decision the VA. The CO shall inform the contractor in writing of actions

22.3 Driving. Contractor and Contractor's employees shall obey all speed limits and traffic signs. Disobeying traffic regulation could result in court citations, which include monetary fines. Continued violations could result in being restricted from driving on VA facilities.

22.4 Parking. Contractor vehicles will be parked only in lots or areas designated by Security Office personnel, if available. The Government will not be liable for any lost, stolen, or damage vehicles or items. Contractor shall obey all distances from critical areas which are deemed by the VA or code. Continued violations could result in being restricted from driving on VA facilities.

22.5 Smoking. Smoking will be prohibited except in designated areas. Smoking outside the designated areas could result in citations, which include monetary fines. Continued violations could result in remove of VA facilities.

22.6 Intoxicants. The Contractor shall not allow any employee to possess, sell, consume, or be under the influence of intoxicants, drugs, or substances that produce similar effects. The use of illegal drugs is prohibited on Federal property. Violators will be prosecuted.

22.7 Criminal Actions. Contractor, subcontractor, or contractor's employees may be sanction for criminal actions, but not limited to the following:

22.7.1 Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records.

22.7.2 Unauthorized use of Government property, theft, vandalism, or immoral conduct.

22.7.3 Unethical or improper use of official authority or credentials.

22.8 Removal of Personnel. The Government reserves the right to direct the Contractor to remove any employee from the work site for failure to comply with the standards of conduct and safety violations.

23.0 SECURITY.

23.1 Security Badge. Contractor and contractor's employees shall obtain a flash badge / temporary badge from dispatch, VA police on arrival to any campus.

23.2 Contractor's Badge. Contractor, Subcontractors, employees, and representatives shall have a company badge visible at all time. Contractor's security badge shall be visible at all times.

23.3 Physical Security. The contractor shall be responsible for safeguarding all government equipment, information and property provided for contractor use.

23.4 Contractor's Property. Contractor shall request in writing for staging area and storage of tools, equipment, material, supplies, and other. The Government shall not be responsible for damage or loss of contractor's property. Contractor is responsible to safeguard it property.

24.0 SAFETY.

24.1 In performance of this contract, the Contractor shall take such safety precautions as the Contractor Officer or his/her designee may determine to be reasonably necessary to protect both the lives and health of the occupants of the building and property. The Contractor Officer or his/her designee will notify the Contractor of any non-compliance. The Contractor shall, after receipt of such notice, immediately correct the condition to which attention has been directed.

24.2 The Contractor shall provide protective equipment and attire to personnel and require employees to use it during the performance of their duties as necessary. Employees shall be trained on the use and proper maintenance of personal protective equipment. The contract shall conform to all regulation, federal and local OSHA standards.

24.3 Standard Safety Equipment. Contractor shall wear at a minimum during the performance of work hard hat, safety vest, and steel toe boots. Additional PPE shall be used depending on the task or situation or environment.

24.4 Uniforms. The contractor shall require all his employees, including supervisor, to wear distinctive uniform clothing for ready identification. The uniform shall have the Contractor's name, easily identifiable. Appropriate protective equipment shall be required and worn during the performance of their duties.

24.5 Supervision. The contractor shall arrange for satisfactory supervision of the contract work. The Contractor or his designee shall be available at all times, when the contract work is in progress, to receive notices, reports or requires from the Contracting Officer or his representative.

25.0 ADDITIONAL SERVICES. If there are any service not listed herein that the Contractor recommended are necessary to repair the equipment described herein, the Contractor shall submit a price proposal attention to the COR for approval of the CO before any work is performed. A separate purchase order would be issued if the service and proposed price is acceptable to the CO. The Government will pay for services rendered, complete, validated and accepted, as per statement of work. Proposals shall be submitted per occurrence and per units no later than 3 days after initial finding. Any repair fund attached to this contract shall be

26.0 POST AWARD CONFERENCE/PERIODIC PROGRESS MEETING. The contractor shall attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The contracting officer, Contracting Officer Representative, and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings, the CO will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

SECTION II DEFINITIONS & ACRONYMS

1.0 DEFINITIONS

1.1 DEFINITIONS:

- 1.2 Contractor.** A supplier or vendor awarded a contract to provide specific supplies or services to the government. The term used in this contract refers to the prime.
- 1.3 Contracting Officer (CO).** A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.
- 1.4 Contracting Officer's Representative (COR).** An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.
- 1.5 Defective Service.** A service output that does not meet the standard of performance associated with the Performance Work Statement.
- 1.6 Deliverable.** Anything that can be physically delivered, but may include non-manufactured things as meeting minutes or reports.
- 1.7 Key Personnel.** Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.
- 1.8 Physical Security.** Actions that prevent the loss or damage of Government property.
- 1.9 Quality Assurance.** The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.
- 1.10 Quality Assurance Surveillance Program (QASP).** An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.
- 1.11 Quality Control.** All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

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

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

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

2.0 ACTRONYMS: List acronyms used in the PWS

2.1 ANSI American National Standard Institute

2.2 API American Petroleum Institute

2.3 AST Aboveground Storage Tank

2.4 CFR Code of Feral Register

2.5 CO Contract Officer

2.6 COR Contract Officer Representative

2.7 DVA Department of Veterans Affairs

2.8 EPA Environment Protection Agency

2.9 CBOC Community Base Outpatient Clinic

2.10 M&R Maintenance & Repair

2.11 NFPA National Fire Protection Agency

2.12 OSHA Occupational Health and Safety Administration

2.13 PEI Petroleum Equipment Institute

2.14 POL Petroleum Oil and Lubricants

2.15 PWS Performance Statement of Work

2.16 QAP Quality Assurance Program

2.17 QCP Quality Control Program

2.18 SPCC Spill Prevention Control and Countermeasures

2.19 STI Steel Tank Institute

2.20 TE Technical Exhibit

2.21 USEPA United States Environmental Protection Agency

2.22 UST Underground Storage Tank

2.23 VAPAHCS Veterans Affairs Palo Alto Health Care System

**SECTION III
APPLICABLE PUBLICATIONS**

1. APPLICABLE PUBLICATIONS (CURRENT EDITIONS)

- 1.1.** The Contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures. The following list includes but is not limited to applicable rules, codes, and regulations to Generators. In the event that an issue arises between agencies or codes the most stringent will prevail.

- 1.1.1.** NFPA 70, National Electrical Code 2015 (future 2018)
- 1.1.2.** NFPA 70B, Recommended Practice for Electrical Equipment Maintenance 2013 (future 2015 and 2018)
- 1.1.3.** NFPA 70E, Standard for Electrical Safety in the Workplace 2015 (future 2018)
- 1.1.4.** NFPA 99, Health Care Facilities Code 2015 (future 2018)
- 1.1.5.** OSHA, Standard 29 CFR 1910
- 1.1.6.** NETA MTS-2015, Standard for Maintenance Testing Specifications for Electrical Power Equipment and Systems 2015
- 1.1.7.** Operating / Maintenance Manual, Manufacture's OEM
- 1.1.8.** Memorandum No. 138-09-04, Emergency Power Supply Systems
- 1.1.9.** BAAQBM, Bay Area air Quality Board Management Standards
- 1.1.10.** Federal Energy Policy Act (EPA) Requirements
- 1.1.11.** 40 Code of Federal Regulations (CFR) Part 280, Underground Storage Tank
- 1.1.12.** USEPA, 40 CFR Part 112: Oil Pollution Prevention and Response
- 1.1.13.** International Code Council (ICC), International Fire Code
- 1.1.14.** American National Standards Institute (ANSI)

SECTION IV
ATTACHMENT/TECHNICAL EXHIBIT LISTING

1. **SUMMARIES.** The following summaries: Equipment Inventory, Performance Requirements Summary, and Deliverable Schedule are not to substitute the PWS. Contractor shall refer to the PWS for clarifications.
 - 1.1. Attachment 1 / Technical Exhibit 1 – Equipment Inventory
 - 1.2. Attachment 2 / Technical Exhibit 2 – Performance Requirements Summary
 - 1.3. Attachment 4 / Technical Exhibit 3 – Deliverables Schedule
2. Contractor is responsible to verify equipment list and add any omitted equipment. Contractor is responsible to provide federal, state, and local maintenance or service as per the law and PWS. Any omitted maintenance or service on PWS, but is required by federal, state, and local law shall be provided to the Government.

Equipment List

	PM ID#	LOCATION	Bldgs Fed by Emergency Generator	DIV.	YEAR	FUEL CAP.	STROKE	CONDITION	ENG MFG	MODEL #	SERIAL #	K.W.	AMPS	VOLTS	PH	BREAKER AMPERAGE	SW. TYP. LOC
1	41908	M/E Bldg	5,6,7,MB1-4,ME	PAD	1991	6,000	V-12 Turbo 4 Stroke	Good	Cummins	KTA-38-G1	33115574	750	1128	480	3	GE 1200	S.Th. Outside Bldg
2	128282	Bldg # 7	7, 8	PAD	2013	18,000	12 CYLINDER	NEW	Caterpillar	C32	PRH02450	1000	1250	480	3		Outside Bldg
3	54854	Monterey	Monterey Clinic	PAD	1981	1,000 AST	71 Series V-8 Turbo 2 Stroke	Good	Detroit	7083-7305	8VA413094	250	375.7	480	3	GE 600	D.Th.on Bldg wall
4	39747	Trailer # 1	Portable / Spare	PAD	2000	600	3508 Turbo V-8	Good	Caterpillar	3508-D1	23Z00638	650	977.8	480	3	200,400,600,800 1K	Plug In Trailer wall
5		Trailer # 2	MAG Gen	PAD	2012	600	6 CYL	Good	JOHN DEER	6135HF485	RG135L025274	358	538	480/208			
6	39970	Bldg # 40	40	PAD	2013	40,000	6 Cyl Turbo 4 Stroke	NEW	Detroit	SERIES 60 14.0L	06R0923254	350	527	480	3	SQD 400	S.Th. Outside Bldg
7	39750	Bldg # 50/51	50,51	PAD	2013	1,000	12 CYLINDER	NEW	MITSUBISHI	S12A2-Y2PTAW-2	27012	800	1000	480	3	GE 600	D.Th.on Bldg wall
8	42275	Bldg103 # 1	100,101,102,103	PAD	1995	40,000	71 Series V-24 Turbo 2 Stroke	Good	Detroit	712374X6	24V A001163	600	903.1	480	3	SQD 1200	No Sw. Lugs on
9	42276	Bldg 103 # 2	100,101,102,103	PAD	1995	Shares W/#10	71 Series V-24 Turbo 2 Stroke	Good	Detroit	712374X6	24V A001157	600	903.1	480	3	SQD 1200	backside of
10	42277	Bldg 103 # 3	100,101,102,103	PAD	1995	Shares W/#10	71 Series V-24 Turbo 2 Stroke	Good	Detroit	712374X6	24V A001159	600	903.1	480	3	SQD 1200	switchgear panel
11	42278	Bldg 103 # 4	100,101,102,103	PAD	1995	Shares W/#10	71 Series V-24 Turbo 2 Stroke	Good	Detroit	712374X6	24V A001170	600	903.1	480	3	SQD 1200	in electrical rm.
12	42279	Bldg 103 # 5	100,101,102,103	PAD	1995	Shares W/#10	71 Series V-24 Turbo 2 Stroke	Good	Detroit	712374X6	24V A001158	600	903.1	480	3	SQD 1200	" " "
13		Bldg 103	Best Battery System	PAD		Control Power		Good									
14		Bldg 605 # 1	4, 54, 520, 500, 610, 615	PAD	2012	36,000		Good	Caterpillar	3516C	SEK00177	2400	434	4160	3		Generator building
15		Bldg 605 # 2	4, 54, 520, 500, 610, 615	PAD	2012	36,000		Good	Caterpillar	3516C		2400	434	4160	3		Generator building
16		Bldg 605	Load Bank	PAD													
17		Bldg 605	Best Battery System	PAD		Control Power		Good									Generator building
18	39762	Bldg # 13	13	MPD	1993	1,000	92 Series V-8 2 Stroke	Good	Detroit	8063-7305	06VF205627	230	345.6	480	3	SQD / 800FR / 600	No Sw. @ Gen Br.
19	39981	Bldg # 114	114	MPD	2013		6 Cyl Turbo 4 Stroke	NEW	Detroit	SERIES 60 14.0L	06R0923255	250	376	480	3	SQD / 400FR / 300	No Sw. @ Gen Br.
20	39757	Bldg 221/303	221,303	MPD	1980	100	Merlin 6 Cyl	Good	Mitsubishi	6D14P	6D14-357210	60	208.4	208	3	GE 225	S.Th. Outside Bldg
21	41907	Bldg # 321	321	MPD	1995	4,000	6 Cylinder	Good	Kohler	6076TF010	RG6076T189016	125	187.8	480	3	WHS 200	S.Th.on Outside Wall
22	39758	Bldg # 323	323	MPD	1967	1,000	6 Cylinder	Good	Allis Chalm	6138LT	14-02730	200	301	480	3	WHS 250	S.Th. Outside Bldg
23	39759	Bldg # 324	324	MPD	2013	1,000	6 Cylinder	NEW	JOHN DEERE	6088HF485	PE6088L212334	200	300	480	3	WHS 250	S.Th. Outside Bldg
24	39761	Bldg # 329	329 / 334	MPD	2013	4,000	12 CYLINDER	NEW	Mitsubishi	S12R-Y2PTAW-1	14417	1250	1879	480	3	SQD / 800FR / 600	S.Th. Outside Bldg
25	39755	Bldg # 347	347/331	MPD	1994	Shares W/#23	V-12 Turbo 4 Stroke	NEW	Caterpillar	C32	PRH02882	1000	1250	480	3	SQD 300	S.Th. Outside Bldg
26	40153	Bldg # 353	#####	MPD	1994	6,000	71 Series V-12 Turbo 2 Stroke	Good	Detroit	7123-7406	12VA088109	450	676.7	480	3	SQD 400	S.Th. Outside Bldg
27	50852	Trailer PC 40	Portable	MPD	Unknown	50	4 Cylinder	Good	Perkins	LD33472	U200166P	40	60	480	3		
28	50851	Trailer PC 60	Portable	MPD	Unknown	75	4 Cyl Turbo	Good	Perkins	LJ33478	U260230S	60					
29		Trailer	MAG Gen Portable	MPD		616	6 CYL	NEW	JOHN DEER	6135HF485	RG6135L025274	358	538	480/208	3		
30		Bldg# 365	365	MPD		2800	6 CYL	Good	Detroit	SERIES 60 14.0L	0RR1043494	355	534	480	3		
31	105367	Bldg # 360	360	MPD	2009	8000	12 CYLINDER	Like New	Mitsubishi	S12A2-Y2PTAW-2	Unknown	810	1218	480	3		
32	28835	Bldg # 6	6,T-10	LVD	1985	4,000	6 Cylinder	Good	Cummins	NT855-G	18104046	230	797.5	208	3	WHS 800	No Sw. @ ATS in G Rm
33	51841	Bldg 62 # 1	62	LVD	1999	10,000	6 Cylinder Turbo 4 Stroke	Good	Volvo	CTADI630G	868551	400	602.1	480	3	C-H 700	S.Th. Sw. Out. Chill Rm.
34	31570	Bldg 62 # 2	62	LVD	1990	Shares W/#30	71 Series V-12 Turbo 2 Stroke	Good	Detroit	8123-7416	12VF005391	400	602.1	480	3	SQD 800	S.Th Sw. Out. Chill Rm.
35	30714	Bldg # 64	64	LVD	1991	1,000	92 Series V-8 Turbo 2 Stroke	Good	Detroit	8063-7405	06VF188717	275	953.2	208	3	GERIN 1200	No Sw. @ G Breaker
36		Trailer	MAG Gen Portable	LVD		616	6 CYL	Good	JOHN DEER	6135HF485	RG6135L025274	358	538	480/208	3		
37	28374	Bldg # 88	88	LVD	2012	8,000	4 Cylinder	NEW	CAT	C4.4	E85M03194	100	150	480	3	WHS 150	No Sw. @ ATS Ins G Rm
38	28375	Bldg # 90	90	LVD	2012	14,000	12 CYLINDER	NEW	CAT	C27	MJE02746	800	1203	480	3	WHS 300	S.Th. Sw. Ins. G Rm.

Performance Requirements Summary

The following Performance Requirement Services Summary identifies the performance objective and performance thresholds for critical tasks associated with providing support services for this requirement. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. The Performance Requirements Summary shall not take the place of the PWS. These thresholds are critical to mission success.

Performance Objective	Standard	PWS Paragraph	Performance Threshold Maximum Allowable Degree of deviation requirement	Method of Surveillance
1. Basic Services	Maintenance of generators, best battery system, and load bank	Paragraph 5.4 and sub paragraphs	No deviations. All requirements mandated by law or regulation must be 100% compliant	100 % inspection to ensure that all Government specific requirements are achieved
2. Reports	Weekly Progress Reports, Safety Reports, Final Reports	Paragraph 5.4.23, 5.6 (5.6.1 & 5.6.2), 7.0, 11.4, 13.3.9	100 % of the time. No discrepancies are allowed.	100% inspection to ensure that all Government specific requirements are achieved
3. Emergency / Call back services	Response time within the time frame	Paragraph 11.0	100 % of the time. No discrepancies are allowed.	100% inspection to ensure that all Government specific requirements are achieved

DELIVERABLES SCHEDULE

Deliverable	Frequency	# of Copies	Medium Format	Submit to:
Safety Plan	Within 10 days of contract award date	1 original and 3 copies and 1 electronic form	Deliverable is to be provided in paper and bound and CD ROM	ATTN: Raul A. Cruz, Maintenance Control Manager, 3801 Miranda Avenue (138C5), Palo Alto, CA 94304
Quality Control Plan	Within 10 days of contract award date	1 original and 3 copies and 1 electronic form	Deliverable is to be provided in paper and bound and CD ROM	ATTN: Raul A. Cruz, Maintenance Control Manager, 3801 Miranda Avenue (138C5), Palo Alto, CA 94304
Weekly Progress Reports and meeting minutes	Every Week	Provide one copy to COR and one to Compliance Officer	Deliverable is to be provided in paper (original with technician signature) and Email	ATTN: Raul A. Cruz, Maintenance Control Manager, 3801 Miranda Avenue (138C5), Palo Alto, CA 94304
Call Back Log	Monthly	Provide one copy to COR and one to Compliance Officer	Deliverable is to be provided in paper (original with technician signature) and Email	ATTN: Raul A. Cruz, Maintenance Control Manager, 3801 Miranda Avenue (138C5), Palo Alto, CA 94304
Update list of license and certification of contractor, employees, & representatives	5 day of any change	Provide one copy to COR and one Compliance Officer	Deliverable is to be provided in paper and Email	ATTN: Raul A. Cruz, Maintenance Control Manager, 3801 Miranda Avenue (138C5), Palo Alto, CA 94304
Emergency List and Call back Numbers	Within 10 days of contract award date	Provide one copy to COR and one Compliance Officer	Deliverable is to be provided in paper and Email	ATTN: Raul A. Cruz, Maintenance Control Manager, 3801 Miranda Avenue (138C5), Palo Alto, CA 94304
Assisted contract manager and	Within 10 days of contract	Provide one copy to COR and one Compliance Officer	Deliverable is to be provided in paper and Email	ATTN: Raul A. Cruz, Maintenance Control Manager, 3801 Miranda

alternate	award date			Avenue (138C5), Palo Alto, CA 94304
Reports	No later than 10 days from completion of work	Provide 4 hard three ring binders and one CD ROM to Compliance Officer	Deliverable is to be provided in paper (original with technician signature) and electronic CD	ATTN: Raul A. Cruz, Maintenance Control Manager, 3801 Miranda Avenue (138C5), Palo Alto, CA 94304
Incident Reports	Verbally no later than 30 minutes and no later than 3 days in writing	Original to COR and one copy to Compliance Office plus email copies to each	Deliverable is to be provided in paper (original with technician signature) and electronic CD	ATTN: Raul A. Cruz, Maintenance Control Manager, 3801 Miranda Avenue (138C5), Palo Alto, CA 94304
Emergency / call back	Emergency 1 hour; Urgent 2 hours; within 3 days routine calls	Provide monthly call log to COR and Compliance Officer	Deliverable is to be provided in paper and Email	ATTN: Raul A. Cruz, Maintenance Control Manager, 3801 Miranda Avenue (138C5), Palo Alto, CA 94304
Consultant	No later than 3 days of request	Provide written response	Deliverable is to be provided in paper and Email	ATTN: Raul A. Cruz, Maintenance Control Manager, 3801 Miranda Avenue (138C5), Palo Alto, CA 94304

See attached document: Wage Determination WD 05-2061 Rev. 16.

SECTION E - SOLICITATION PROVISIONS

E.1 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Technical and past performance, when combined, are .

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The 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).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

E.2 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (NOV 2015)

The offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (p) of this provision.

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

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined

in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) *Annual Representations and Certifications*. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website access through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted

electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It [] is, [] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.]* Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* *[Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it [] is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) *HUBZone small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that—

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) *Previous contracts and compliance.* The offeror represents that—

(i) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [] has, [] has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

 [List as necessary]

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters* (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [] Have, [] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).*

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003- 4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR 22.1003- 4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

☐ Sole proprietorship;

- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(5) *Common parent.*

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* The Offeror represents that—

- (i) It ☐ is, ☐ is not an inverted domestic corporation; and
- (ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212–3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.)

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name:

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

Highest-level owner legal name:

(Do not use a “doing business as” name)

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS	OCT 2015

E.3 52.233-2 SERVICE OF PROTEST (SEP 2006)

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Mark J. Mikus

Hand-Carried Address:

Department of Veterans Affairs

Acquisition Operations Service (049A3)

810 Vermont Avenue, NW

Washington DC 20420

Mailing Address:

Department of Veterans Affairs

Acquisition Operations Services (049A3)

810 Vermont Ave, NW

Washington DC 20420

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

E.4 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)

(a) Any protest filed by an interested party shall:

- (1) Include the name, address, fax number, and telephone number of the protester;
- (2) Identify the solicitation and/or contract number;
- (3) Include an original signed by the protester or the protester's representative and at least one copy;
- (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;
- (5) Specifically request a ruling of the individual upon whom the protest is served;

(6) State the form of relief requested; and

(7) Provide all information establishing the timeliness of the protest.

(b) Failure to comply with the above may result in dismissal of the protest without further consideration.

(c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

E.5 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

As an alternative to filing a protest with the contracting officer, an interested party may file a protest with the Deputy Assistant Secretary for Acquisition and Materiel Management, Acquisition Administration Team, Department of Veterans Affairs, 810 Vermont Avenue, NW., Washington, DC 20420, or for solicitations issued by the Office of Construction and Facilities Management, the Director, Office of Construction and Facilities Management, 810 Vermont Avenue, NW., Washington, DC 20420. The protest will not be considered if the interested party has a protest on the same or similar issues pending with the contracting officer.

(End of Provision)

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.6 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

The contracting officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the contractor.

(End of Provision)