

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO.		PAGE 1 OF 50	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA101-17-Q-0334	
						6. SOLICITATION ISSUE DATE 02-14-2017	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Maina Gakure				b. TELEPHONE NO. (No Collect Calls) 202 461 6849	
						8. OFFER DUE DATE/LOCAL TIME 02-18-2017 8:00 am	
9. ISSUED BY Department of Veterans Affairs Office of Construction and Facilities Management (003C4B) 425 I Street, NW Washington DC 20001		CODE		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"/> HUBZONE SMALL BUSINESS <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input 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		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO See Delivery Schedule		CODE		16. ADMINISTERED BY Department of Veterans Affairs Office of Construction and Facilities Management (003C4B) 425 I Street, NW Washington DC 20001		CODE	
17a. CONTRACTOR/OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs FMS-VA-2(101) Financial Services Center PO Box 149971 Austin TX 78714-9971		CODE	
		FACILITY CODE					
TELEPHONE NO.		DUNS:		DUNS+4:		PHONE: FAX:	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
						23. UNIT PRICE	
						24. AMOUNT	
		Gainesville, Bay Pines, and Lake City (G-BP-LC) VAMC Energy Conservation Measure (ECM) Projects Commissioning Oversight (Cx-O) Support for the Department of Veterans Affairs (VA)					
		Respond by email					
		(Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00			
<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 checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input checked="" 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	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
				32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (Print)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			42b. RECEIVED AT (Location)		
			42c. DATE REC'D (YY/MM/DD)		
			42d. TOTAL CONTAINERS		

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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: Maina Gakure, Contracting Officer 003C4B

Department of Veterans Affairs
Office of Construction and
Facilities Management
425 I St, NW
Washington DC 20001

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 ☒ will be stated in Award document

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.

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 VAAR 852.219-10 VA Notice of Total Service- Disabled Veteran-Owned Small Business Set-Aside. 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.

Performance Work Statement for Gainesville, Bay Pines, and Lake City VAMC Energy Conservation Project Commissioning Oversight

A. General Information

A.1 Title of Project

Gainesville, Bay Pines, and Lake City (G-BP-LC) VAMC Energy Conservation Measure (ECM) Projects Commissioning Oversight (Cx-O) Support for the Department of Veterans Affairs (VA)

A.2 Purpose and Background

A.2.1 Background

The Department of Veterans Affairs (VA) awarded an Energy Savings Performance Contract (ESPC) that includes ECM projects for the VAMCs located at Gainesville, Bay Pines, and Lake City, FL. List of ECM task orders (to be performed by ESPC contractor, Schneider Electric) are shown in Appendix-B, and shall be required Cx-O:

Awarded cost for the combined ECMs (construction only) was approximately \$16 million. These ECM projects will help the VA meet energy and sustainability related mandates for Federal facilities, energy security and independence, and the VA's goal of reducing its energy intensity.

A.2.2 Purpose

The purpose of this task order is to procure a broad range of services associated with commissioning oversight for the ECM projects at the facility. Tasks could be basic factory acceptance to the full range of commissioning support.

A.2.3 Objectives

The objective of this TO is to ensure that the ECM projects commissioned by the Energy Savings Performance Contractor (ESCO):

1. Meet agency and facility needs and requirements;
2. Are developed in a cost-effective and timely manner; and
3. Meet the VA Specification section 01 91 00 (General Commissioning Requirements)
<http://www.cfm.va.gov/TIL/spec.asp#01>

A.3 Scope of Work

The general SOW will consist of tasks associated with commissioning oversight for the ECM projects at the G-BP-LC VAMCs. The project was awarded and in the construction phase. ESCO's have commissioning responsibility. The commissioning oversight work will include design reviews, occasional site inspections, and a series of reviews for project documentations and commissioning reports, physical inspections, and task-level technical analysis and reporting.

Section 01 91 00 GENERAL COMMISSIONING REQUIREMENTS of Solicitation no. VA-701-11-RP-0255 BRIDGING DOCUMENTS shall form the basis of the construction phase commissioning process and procedures. The Commissioning Agent shall add, modify, and refine the commissioning procedures, as approved by the Department of Veterans Affairs (VA), to suit field conditions and actual manufacturer's equipment, incorporate test data and procedure results, and provide detailed scheduling for all commissioning tasks. The Design/Build Contractor and the Sub-Contractors have significant responsibilities related to participation in and execution of the commissioning process and this is described in greater detail in Section 01 91 00 GENERAL COMMISSIONING REQUIREMENTS and as specified in the Division 7, Division 8, Division 10, Division 21, Division 22, Division 23, Division 26, Division 27, Division 28, Division 33 and Division 40.

A.3.1. Systems to Be Commissioned:

Contractor shall commission the following systems:

A. Fire Suppression (Division 21)

1. Fire Protection System: controller, wet-pipe fire suppression, dry system air compressors and motors.

B. Plumbing (Division 22)

1. Process equipment: combustion burners/fans/motors).

C. HVAC (Division 23)

1. Air Handling Systems (Fans, motors, Variable Speed Drives, cooling coils and control valves, heating coils and control valves, filters, dampers, safeties such as smoke detectors or freezestats and damper end switches, controls, gages, and vibration isolation).
2. Heating Hot Water Systems (Boilers, controls, instrumentation and gages, flues, heating water pumps and motors, Variable Speed Drives, mixing valves).
3. Chilled water distribution systems (chillers, controls, pumps, motors, Variable Speed Drives, and Valves)
4. Exhaust Fans (Fan, motor, Variable Speed Drives, controls and safeties).
5. Steam System (Boilers, controls, gages and instrumentation, safety relief valves, combustion burners/fans/motors, fuel delivery pumps and motors, flues).
6. Direct Digital Control System (BACnet or similar Local Area Network (LAN), Operator Work Station hardware and software, building controller hardware and software, terminal unit controller hardware and software, all sequences of operation, system accuracy and response time).

D. Electrical (Division 26)

1. Utility Service Entrance Switchgear (Fuses and circuit breaker settings, metering, mimic diagram, gages, and controls).
2. Paralleling Switchboards (Automatic transfer switches, instrumentation, metering and gages, and controls).
3. Normal Power Distribution Systems (Grounding tests, coordination study review, major circuit breaker settings, meters and gages, and controls).
4. Emergency Power Distribution Systems (Automatic transfer on loss of normal power, grounding tests, coordination study review, major circuit breaker settings, meters and gages, and controls).
5. Lighting Controls (Control system hardware and software, scene settings, zone settings, occupancy sensor interface, and unoccupied cycle control).

E. Electronic Safety and Security (Division 28)

1. Fire Detection and Alarm (Master panel and software, addressable units – i.e. pull stations, flow detectors, heat detectors, etc., controls and alarm functions, horns/bells/door releases and other

output devices, and fire command center functions – stairwell communications, stairwell pressurization fan start, mechanical systems shutdowns). VAMC controls this system.

F. Utilities & Switchgear (Division 33)

G. Process piping, equipment and controls (Division 40)

A.3.2. Scope of Work and Responsibilities:

In serving in the role of Commissioning Oversight contractor's scope of work and responsibilities will include:

- A. Provide design review comments to COR.
- B. Organize and review the commissioning activities.
- C. Review the commissioning plan. See Paragraph 1.11-A of this specification Section for further information.
- D. Review and comment on selected submittals from the Contractor for general conformance with the Construction Documents. Review and comment on the ability to test and operate the system and/or equipment, including providing gages, controls and other components required to operate, maintain, and test the system. Review and comment on performance expectations of systems and equipment and interfaces between systems relating to the Construction Documents.
- E. Conduct an initial construction phase coordination meeting for the purpose of reviewing the commissioning activities and establishing tentative schedules for operation and maintenance submittals; operation and maintenance training sessions; Pre-Functional Checklists, Systems Functional Performance Testing; and project completion. Conduct historical review of documents (RFI, Submittals and Change Orders)
- F. Convene commissioning team meetings for the purpose of coordination, communication, and conflict resolution; discuss status of the commissioning processes. Responsibilities include arranging for facilities, preparing agenda and attendance lists, and notifying participants. The Commissioning Agent shall prepare and distribute minutes to commissioning team members and attendees within five workdays of the commissioning meeting.
- G. Observe construction and report progress, observations and issues. Observe systems and equipment installed for adequate accessibility for maintenance and component replacement or repair, and for general conformance with the Construction Documents.
- H. Coordinate Systems Functional Performance Testing schedule with the Contractor.
- I. Witness selected systems startups.
- J. Verify selected Pre-Functional Checklists completed and submitted by the Contractor.
- K. Witness and document Systems Functional Performance Testing.
- L. Review test data, inspection reports, and certificates and include them in the systems manual and commissioning report.
- M. Review and comment on operation and maintenance (O&M) documentation and systems manual outline for compliance with the Contract Documents. Operation and maintenance documentation requirements are specified in Paragraph 1.25, Section 01 00 00 GENERAL REQUIREMENTS.
- N. Review operation and maintenance training program developed by the Contractor. Verify training plans provide qualified instructors to conduct operation and maintenance training.
- O. Prepare commissioning Oversight Reports.

A.3.3. Commissioning Documentation provided by ESCO:

Commissioning documentation to be provided by the contractor shall include:

- A. Commissioning Agent's Certification(s): Commissioning Agent shall submit evidence of valid and current certification(s), as required in Specification 01.91.00, Section 1.1(G), to the Contracting Officer.

B. Commissioning Plan: A document, prepared by Commissioning Agent, that outlines the schedule, allocation of resources, and documentation requirements of the commissioning process, and shall include, but is not limited, to the following:

1. Plan for delivery and review of submittals, systems manuals, and other documents and reports. Identification of the relationship of these documents to other functions and a detailed description of submittals that are required to support the commissioning processes. Submittal dates shall include the latest date approved submittals must be received without adversely affecting commissioning plan.
2. Description of the organization, layout, and content of commissioning documentation (including systems manual) and a detailed description of documents to be provided along with identification of responsible parties.
3. Identification of systems and equipment to be commissioned.
4. Schedule of Commissioning Coordination meetings.
5. Identification of items that must be completed before the next operation can proceed.
6. Description of responsibilities of commissioning team members.
7. Description of observations to be made.
8. Description of requirements for operation and maintenance training.
9. Schedule for commissioning activities with dates coordinated with overall construction schedule.
10. Process and schedule for documenting changes on a continuous basis to appear in Project Record Documents.
11. Process and schedule for completing prestart and startup checklists for systems, subsystems, and equipment to be verified and tested.
12. Preliminary Systems Functional Performance Test procedures.

C. Systems Functional Performance Test Procedures: The Commissioning Agent will review Systems Functional Performance Test Procedures provided by contractor, for each system to be commissioned, including subsystems, or equipment and interfaces or interlocks with other systems. Systems Functional Performance Test Procedures will include a separate entry, with space for comments, for each item to be tested. Preliminary Systems Functional Performance Test Procedures will be provided to the VA, Architect/Engineer, and Commissioning Agent for review and comment. The Systems Performance Test Procedure will include test procedures for each mode of operation and provide space to indicate whether the mode under test responded as required. Each System Functional Performance Test procedure, regardless of system, subsystem, or equipment being tested, shall include, but not be limited to, the following:

1. Name and identification code of tested system
2. Test number
3. Time and date of test
4. Indication of whether the record is for a first test or retest following correction of a problem or issue
5. Dated signatures of the person performing test and of the witness, if applicable.
6. Individuals present for test.
7. Observations and Issues.
8. Issue number, if any, generated as the result of test.

D. Pre-Functional Checklists: The Commissioning Agent will review Pre-Functional Checklists. Pre-Functional Checklists shall be completed and signed by the Contractor, verifying that systems, subsystems, equipment, and associated controls are ready for testing. The Commissioning Agent will spot check Pre-Functional Checklists to verify accuracy and readiness for testing. Inaccurate or incomplete Pre-Functional Checklists shall be returned to the Contractor for correction and resubmission.

- E. **Test and Inspection Reports:** The Commissioning Agent will record test data, observations, and measurements on Systems Functional Performance Test Procedure. The report will also include recommendation for system acceptance or non-acceptance. Photographs, forms, and other means appropriate for the application shall be included with data. Commissioning Agent Will compile test and inspection reports and test and inspection certificates and include them in systems manual and commissioning report.
- F. **Corrective Action Documents:** The Commissioning Agent will document corrective action taken for systems and equipment that fail tests. The documentation will include any required modifications to systems and equipment and/or revisions to test procedures, if any. The Commissioning Agent will witness and document any retesting of systems and/or equipment requiring corrective action and document retest results.
- G. **Commissioning Issues Log:** The Commissioning Agent will prepare and maintain Commissioning Issues Log that describes Commissioning Issues and Commissioning Observations that are identified during the Commissioning process. These observations and issues include, but are not limited to, those that are at variance with the Contract Documents. The Commissioning Issues Log will identify and track issues as they are encountered, the party responsible for resolution, progress toward resolution, and document how the issue was resolved. The Master Commissioning Issues Log will also track the status of unresolved issues.
 - 1. **Creating a Commissioning Issues Log Entry:**
 - a. Identify the issue with unique numeric or alphanumeric identifier by which the issue may be tracked.
 - b. Assign a descriptive title for the issue.
 - c. Identify date and time of the issue.
 - d. Identify test number of test being performed at the time of the observation, if applicable, for cross reference.
 - e. Identify system, subsystem, and equipment to which the issue applies.
 - f. Identify location of system, subsystem, and equipment.
 - g. Include information that may be helpful in diagnosing or evaluating the issue.
 - h. Note recommended corrective action.
 - i. Identify commissioning team member responsible for corrective action.
 - j. Identify expected date of correction.
 - k. Identify person that identified the issue.
 - 2. **Documenting Issue Resolution:**
 - a. Log date correction is completed or the issue is resolved.
 - b. Describe corrective action or resolution taken. Include description of diagnostic steps taken to determine root cause of the issue, if any.
 - c. Identify changes to the Contract Documents that may require action.
 - d. State that correction was completed and system, subsystem, and equipment are ready for retest, if applicable.
 - e. Identify person(s) who corrected or resolved the issue.
 - f. Identify person(s) verifying the issue resolution.
- H. **Final Commissioning Report:** The Commissioning Agent will document results of the commissioning process, including unresolved issues, and performance of systems, subsystems, and equipment. The Commissioning Report will indicate whether systems, subsystems, and equipment have been properly installed and are performing according to the Contract Documents. This report will be used by the Department of Veterans Affairs when determining that systems will be accepted. This report will be used to evaluate systems, subsystems, and equipment and will serve as a future reference document during VA occupancy and operation. It shall describe components and performance that exceed requirements of the Contract Documents and those that do not meet requirements of the Contract Documents. The commissioning report will include, but is not limited to, the following:
 - 1. Lists and explanations of substitutions; compromises; variances with the Contract Documents; record of conditions; and, if appropriate, recommendations for resolution. Design Narrative documentation maintained by the Commissioning Agent.

2. Commissioning plan.
 3. Pre-Functional Checklists completed by the Contractor, with annotation of the Commissioning Agent review and spot check.
 4. Systems Functional Performance Test Procedures, with annotation of test results and test completion.
 5. Commissioning Issues Log.
 6. Listing of deferred and off season test(s) not performed, including the schedule for their completion.
- I. Addendum to Final Commissioning Report: The Commissioning Agent will prepare an Addendum to the Final Commissioning Report near the end of the Warranty Period. The Addendum will indicate whether systems, subsystems, and equipment are complete and continue to perform according to the Contract Documents. The Addendum to the Final Commissioning Report shall include, but is not limited to, the following:
1. Documentation of deferred and off season test(s) results.
 2. Completed Systems Functional Performance Test Procedures for off season test(s).
 3. Documentation that unresolved system performance issues have been resolved.
 4. Updated Commissioning Issues Log, including status of unresolved issues.
 5. Identification of potential Warranty Claims to be corrected by the Contractor.
- J. Systems Manual: The Commissioning Agent will gather required information and compile the Systems Manual. The Systems Manual will include, but is not limited to, the following:
1. Design Narrative, including system narratives, schematics, single-line diagrams, flow diagrams, equipment schedules, and changes made throughout the Project.
 2. Reference to Final Commissioning Plan.
 3. Reference to Final Commissioning Report.
 4. Approved Operation and Maintenance Data as submitted by the Contractor
- K. Assemble the final commissioning documentation, including the Final Commissioning Report and Addendum to the Final Commissioning Report.

A.3.4. Submittals:

The following submittals will be reviewed by contractor in its role as Commissioning Oversight Contractor:

- A. Preliminary Commissioning Plan Submittal: The Commissioning Agent has prepared a Preliminary Commissioning Plan based on the final Construction Documents. The Preliminary Commissioning Plan is included as an Appendix to this specification section. The Preliminary Commissioning Plan is provided for information only. It contains preliminary information about the following commissioning activities:
1. The Commissioning Team: A list of commissioning team members by organization.
 2. Systems to be commissioned: A detailed list of systems to be commissioned for the project. This list also provides preliminary information on systems/equipment submittals to be reviewed by the Commissioning Agent; preliminary information on Pre-Functional Checklists that are to be completed; preliminary information on Systems Performance Testing, including information on testing sample size (where authorized by the VA).
 3. Commissioning Team Roles and Responsibilities: Preliminary roles and responsibilities for each Commissioning Team member.
 4. Commissioning Documents: A preliminary list of commissioning-related documents, include identification of the parties responsible for preparation, review, approval, and action on each document.

5. Commissioning Activities Schedule: Identification of Commissioning Activities, including Systems Functional Testing, the expected duration and predecessors for the activity.
 6. Pre-Functional Checklists: Preliminary Pre-Functional Checklists for equipment, components, subsystems, and systems to be commissioned. These Preliminary Pre-Functional Checklists provide guidance on the level of detailed information the Contractor shall include on the final submission.
 7. Systems Functional Performance Test Procedures: Preliminary step-by-step System Functional Performance Test Procedures to be used during Systems Functional Performance Testing. These Preliminary Systems Functional Performance procedures provide information on the level of testing rigor, and the level of Contractor support required during performance of system's testing.
- B. Final Commissioning Plan Submittal: Based on the Final Construction Documents and the Contractor's project team, the Commissioning Agent will prepare the Final Commissioning Plan as described in this section. The Commissioning Agent will submit three hard copies and three sets of electronic files of Final Commissioning Plan. The Contractor shall review the Commissioning Plan and provide any comments to the VA. The Commissioning Agent will incorporate review comments into the Final Commissioning Plan as directed by the VA.
- C. Systems Functional Performance Test Procedure: The Commissioning Agent will review preliminary Systems Functional Performance Test Procedures prepared by the Contractor. The Commissioning Agent shall return review comments to the VA Resident Engineer (this is his chain of communication) and the Contractor. The VA will also return review comments to the Contractor. The Contractor will incorporate review comments into the Final Systems Functional Test Procedures to be used in Systems Functional Performance Testing.
- D. Pre-Functional Checklists: The Contractor will submit Pre-Functional Checklists to be completed by the Contractor for review by the Commissioning Agent.
- E. Test and Inspection Reports: The Commissioning Agent will submit test and inspection reports to the VA with copies to the Contractor and the Architect/Engineer.
- F. Corrective Action Documents: The Commissioning Agent will submit corrective action documents to the VA Resident Engineer with copies to the Contractor and Architect.
- G. Preliminary Commissioning Report Submittal: The Commissioning Agent will submit three electronic copies of the preliminary commissioning report. One electronic copy, with review comments, will be returned to the Commissioning Agent for preparation of the final submittal.
- H. Final Commissioning Report Submittal: The Commissioning Agent will submit four sets of electronically formatted information of the final commissioning report to the VA. The final submittal will incorporate comments as directed by the VA.
- I. Data for Commissioning:
1. The Commissioning Agent will request in writing from the Contractor specific information needed about each piece of commissioned equipment or system to fulfill requirements of the Commissioning Plan.
 2. The Commissioning Agent may request further documentation as is necessary for the commissioning process or to support other VA data collection requirements, including Construction Operations Building Information Exchange (COBIE), Building Information Modeling (BIM), etc.

A.3.5. Commissioning Process:

Contractor shall oversee the commissioning process as follows:

- A. The Commissioning oversight contractor will be responsible for the oversight of the commissioning process.
- B. Within 30 days of contract award, the Contractor shall designate a specific individual as the Commissioning Oversight Manager (COM) to oversee the commissioning effort on behalf of the

Contractor. The COM shall be the single point of contact and communications for all commissioning oversight related services by the Contractor.

A.3.6. Startup, Initial Checkout, and Pre-Functional Checklists:

Contractor shall monitor the following related to startup, initial checkout, and pre-functional checklists as follows:

- A. The Commissioning Agent will review completed Pre-Functional Checklists and field-verify the accuracy of the completed checklist using sampling techniques.
- B. The Commissioning Agent will observe the startup procedures for selected pieces of primary equipment.
- C. VAMC staff in the Energy Center control and operate the existing equipment and piping systems. They will operate these valves and not the Contractor.

A.3.7. Deficiencies, Nonconformance and Approval in Checklists and Startup:

Contractor shall review and submit comments to the VA regarding deficiencies, nonconformance and approval of checklists and startup as follows:

- A. Coordinating with the Contractor shall clearly list any outstanding items of the initial startup and Pre-Functional Checklist procedures that were not completed successfully, at the bottom of the procedures form or on an attached sheet. The procedures form and any outstanding deficiencies shall be provided to the VA and the Commissioning Agent within two days of completion.
- B. The Commissioning Oversight Contractor will review the report and submit comments to the VA. The Commissioning Oversight Contractor will work with the Contractor to correct and verify deficiencies or uncompleted items. The Commissioning Oversight Contractor will involve the VA and others as necessary. The Contractor shall correct all areas that are noncompliant or incomplete in the checklists in a timely manner, and shall notify the VA and Commissioning Oversight Contractor as soon as outstanding items have been corrected. The Contractor shall submit an updated startup report and a Statement of Correction on the original noncompliance report. When satisfactorily completed, the Commissioning Oversight Contractor will recommend approval of the checklists and startup of each system to the VA.

A.3.9. Documentation, Nonconformance and Approval of Tests:

Contractor shall witness and document the following related to systems functional performance testing:

- A. Documentation: The Commissioning Oversight Contractor will witness, and document the results of all Systems Functional Performance Tests using the specific procedural forms developed by the Commissioning Agent for that purpose. Prior to testing, the Commissioning Agent will provide these forms to the VA and the Contractor for review and approval. The Contractor shall include the filled out forms with the O&M manual data.
- B. Nonconformance: The Commissioning Oversight Contractor will record the results of the Systems Functional Performance Tests on the procedure or test form. All items of nonconformance issues will be noted and reported to the VA on Commissioning Oversight Reports and/or the Commissioning Master Issues Log.
 - 1. Corrections of minor items of noncompliance identified may be made during the tests. In such cases, the item of noncompliance and resolution shall be documented on the Systems Functional Test Procedure.
 - 2. Every effort shall be made to expedite the systems functional Performance Testing process and minimize unnecessary delays, while not compromising the integrity of the procedures. However, the Commissioning Agent shall not be pressured into overlooking noncompliant work or

- loosening acceptance criteria to satisfy scheduling or cost issues, unless there is an overriding reason to do so by direction from the VA.
2. As the Systems Functional Performance Tests progresses and an item of noncompliance is identified, the Commissioning Agent shall discuss the issue with the Contractor and the VA.
 3. When there is no dispute on an item of noncompliance, and the Contractor accepts responsibility to correct it:
 - a) The Commissioning Agent will document the item of noncompliance and the Contractor's response and/or intentions. The Systems Functional Performance Test then continues or proceeds to another test or sequence. After the day's work is complete, the Commissioning Agent will submit a Commissioning Field Report to the VA. The Commissioning Agent will also note items of noncompliance and the Contractor's response in the Master Commissioning Issues Log. The Contractor shall correct the item of noncompliance and report completion to the VA and the Commissioning Agent.
 - b) The need for retesting will be determined by the Commissioning Agent. If retesting is required, the Commissioning Agent and the Contractor shall reschedule the test and the test shall be repeated.
 5. If there is a dispute about item of noncompliance, regarding whether it is an item of noncompliance, or who is responsible:
 - a) The item of noncompliance shall be documented on the test form with the Contractor's response. The item of noncompliance with the Contractor's response shall also be reported on a Commissioning Field Report and on the Master Commissioning Issues Log.
 - b) Resolutions shall be made at the lowest management level possible. Other parties are brought into the discussions as needed. Final interpretive and acceptance authority is with the Department of Veterans Affairs.
 - c) The Commissioning Agent will document the resolution process.
 - d) Once the interpretation and resolution have been decided, the Contractor shall correct the item of noncompliance, report it to the Commissioning Agent. The requirement for retesting will be determined by the Commissioning Agent. If retesting is required, the Commissioning Agent and the Contractor shall reschedule the test. Retesting shall be repeated until satisfactory performance is achieved

A.3.10. Deferred Testing:

During deferred testing, contractor shall provide the following scope of services:

- A. Unforeseen Deferred Systems Functional Performance Tests: If any Systems Functional Performance Test cannot be completed due to the building structure, required occupancy condition or other conditions, execution of the Systems Functional Performance Testing may be delayed upon approval of the VA. These Systems Functional Performance Tests shall be conducted in the same manner as the seasonal tests as soon as possible. Services of the Contractor to conduct these unforeseen Deferred Systems Functional Performance Tests shall be negotiated between the VA and the Contractor.
- B. Deferred Seasonal Testing: Deferred Seasonal Systems Functional Performance Tests are those that must be deferred until weather conditions are closer to the systems design parameters. The Commissioning Agent will review systems parameters and recommend which Systems Functional Performance Tests should be deferred until weather conditions more closely match systems parameters. The Contractor shall review and comment on the proposed schedule for Deferred Seasonal Testing. The VA will review and approve the schedule for Deferred Seasonal Testing. Deferred Seasonal Systems Functional Performances Tests shall be witnessed and documented by the Commissioning Agent. Deferred Seasonal Systems Functional Performance Tests shall be executed by the Contractor in accordance with these specifications.

A.3.11. Operation and Maintenance Training Requirements:

As Commissioning Oversight Contractor, contractor shall review and provide comments relative to Operation and Maintenance training as follows:

- A. Training Preparation Conference: Before operation and maintenance training, the Commissioning Oversight Contractor will convene a training preparation conference to include VA's COR, VA's Operations and Maintenance personnel, and the Contractor. The purpose of this conference will be to discuss and plan for Training and Demonstration of VA Operations and Maintenance personnel.
- B. Training Module Submittals: The Contractor shall submit the Training Module information to the VA and the Commissioning Agent and the Commissioning Agent shall review and provide comments on the Submittal.

A.4 Performance Period

The period of performance for this task order is 24 month after NTP is provided.

A.5 Type of Contract

Firm Fixed Price task orders may be awarded under this TO.

A.6 Place of Performance

The primary place of performance will be at the contractor's facilities. Some task orders may require work to be performed at G-BP-LC VA Medical Center facilities. Any work at the Government site shall not take place on Federal holidays or weekends unless directed by the Contracting Officer (CO).

B. Contract Award Meeting

The contractor shall not commence performance on the tasks until the CO has conducted a kick-off meeting or has advised the contractor that a kick-off meeting is waived.

C. Specific Mandatory Tasks and Associated Deliverables

For this task order, the deliverables described below are typical requirements.

C.1 Task 1: Project Plan and Reporting

The contractor shall provide the COR to assist in planning, initiating, managing, executing and closing out this effort.

Sub-task 1.1: Kickoff-meeting

The contractor shall schedule a kickoff meeting conference call within 7 calendar days of the Notice to Proceed (NTP). The contractor will present the Project Management Plan (PMP) during the kickoff meeting.

Deliverables (base):

May include but are not limited to:

Deliverable 1: Kick-off meeting summary

C.2 Task 2: Design Reviews

The ECM project will be supported with an off-site design review, design meeting and documentation.

Sub-task 2.1: Design Review

The contractor shall collect and review all available design project documentation and provide written recommendations on any identified problems and concerns critical to the design and/or construction phases.

The contractor shall provide a design review report for the project. This report will be used for subsequent commissioning tasks.

Deliverables:

May include but are not limited to:

Deliverable 3: Design Review Report for ECM projects (at 30%, 60% and 90%)

C.3 Task 3 – Oversight for Inspection, Testing and As-builts

The contractor shall oversee an on-site physical and operational inspection of the project at the 50%, 75%, and final-construction (100%). Concurrently the contractor shall evaluate the documentation.

Sub-task 3.1 – Interim Construction Review

When the construction is 50% and 75% complete the contractor shall conduct a physical inspection of the project, oversee start up and standard operational testing. The testing will be conducted on all equipment, the measurement and verification systems and the control systems. The ECM contractor and VA staff may be present during the inspection.

The contractor will identify any issues that prevent the system from achieving compliance with applicable VA and industry standards. Additionally, whenever observed, the contractor will address existing facility issues of code compliances and/or other deficiencies that would adversely affect the system project.

The contractor will work with the ESCO and the VA staff to address any issues. The contractor shall review the available as-built design documentation and provide a report documenting any issues and recommendations. The contractor shall meet with ESCO and the VA staff to review findings and answer any questions about inspection, testing and documentation review.

Sub-task 2.2 – Final Construction Review

When the construction is 100% complete the contractor shall conduct a physical inspection of the project, oversee start up and standard operational testing. The testing will be conducted on all equipment, the measurement and verification systems and the control systems. The ECM contractor and VA staff may be present during the inspection.

The contractor will identify any issues that prevent the system from achieving compliance with applicable VA and industry standards. Additionally, whenever observed, the contractor will address existing facility issues of code compliances and/or other deficiencies that would adversely affect the system project.

The contractor will work with the ESCO and the VA staff to address any issues. The contractor shall review the available as-built design documentation and provide a report documenting any issues and recommendations. The contractor shall meet with ESCO and the VA staff to review findings and answer any questions about inspection, testing and documentation review.

Deliverables:

May include but are not limited to:

Deliverable 3: Interim Construction Review Report / Commissioning Oversight Report

Deliverable 4: Final Construction Review Report / Commissioning Oversight Report for

D. Schedule for Deliverables

See Attachment A, Schedule of Deliverables.

1. Unless otherwise specified in the task order, all draft copies and final copies shall be in electronic format.
2. If for any reason the scheduled time for a deliverable cannot be met, the contractor is required to explain why (include the original deliverable due date) in writing to the CO, including a firm commitment of when the work shall be completed. This notice to the CO shall cite the reasons for the delay, and the impact on the overall project. The CO will then review the facts and issue a response in accordance with applicable regulations.

E. Changes to Performance Work Statement

Any changes to this PWS shall be authorized and approved only through written correspondence from the CO. Costs incurred by the contractor through the actions of parties other than the CO shall be borne by the contractor.

F. Travel

As required by each task order, the contractor may be required to travel to the VAMC. Travel and per diem shall be reimbursed in accordance with Federal Travel Regulations. Each contractor invoice must include copies of all receipts that support the travel costs claimed in the invoice. No General and Administrative (G&A) fees or costs, and no other fees or costs shall be added to travel expenses. Local travel within a 50-mile radius from the Contractor's facility is considered the cost of doing business and will not be reimbursed. This includes travel, subsistence, and associated labor charges for travel time. Travel performed for personal convenience and daily travel to and from work at the contractor's facility will not be reimbursed. Travel, subsistence, and associated labor charges for travel time for travel beyond a 50-mile radius of the Contractor's facility are authorized on a case-by-case basis and must be pre-approved by the COR at least 15 calendar days in advance for the requested travel

Attachment A:

Schedule of Deliverables

Unless otherwise requested, all memos, reports and project documentation will be transmitted to the COR and EM via email or similar electronic means. All deliverables must be in digital format unless otherwise approved in writing by the Contracting Officer. Each deliverable must be clearly marked with the contract number, order number, the line item number and title.

The project task deliverables schedules are summarized in Table 2 below:

Task	Deliverable	Completion Date
Task 1	Deliverable 1: Kick-off meeting summary	Kick-off meeting + 7 days
Task 2	Deliverable 3: Interim Construction Review Report / Commissioning Oversight Report	Design Submission + 14 days
Task 3	Deliverable 3: Interim Construction Review Report / Commissioning Oversight Report	Site Visit + 14 days
Task 3	Deliverable 3: Interim Construction Review Report / Commissioning Oversight Report	Site Visit + 14 days

SECTION C - CONTRACT CLAUSES

C.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2017)

(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:

☒ (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 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

☐ (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (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 (NOV 2016) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (NOV 2016) of 52.219-9.

☐ (iii) Alternate II (NOV 2016) of 52.219-9.

☐ (iv) Alternate III (NOV 2016) of 52.219-9.

☐ (v) Alternate IV (NOV 2016) 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, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).

☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (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 (OCT 2016) (E.O. 13126).

☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

☒ (28) 52.222-26, Equal Opportunity (SEP 2016) (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 (FEB 2016) (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) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

☐ (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

☐ (37)(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.)

☐ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

☐ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

☐ (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.)

☐ (40)(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.

☐ (41)(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.

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

☐ (43)(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.

☒ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

☐ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

☐ (47) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

☐ (ii) Alternate I (JAN 2017) of 52.224-3.

☐ (48) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

☐ (49)(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.

☐ (50) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☒ (51) 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).

☐ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

☐ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (56) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (57) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

☒ (58) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (59) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (61) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

☐ (62)(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).

☐ (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 2015).

[] (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

[] (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

[] (11) 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 (NOV 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further 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 (SEP 2016) (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 (FEB 2016) (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 2015).

(xvi) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (e)(1)(xvi): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

(xvii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).

(xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.225–26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 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.

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

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

(End of Clause)

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

SECTION E - SOLICITATION PROVISIONS

E.1 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (DEC 2016)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site located at <https://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (t) of this provision.

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

Administrative merits determination means certain notices or findings of labor law violations issued by an enforcement agency following an investigation. An administrative merits determination may be final or be subject to appeal or further review. To determine whether a particular notice or finding is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

Arbitral award or decision means an arbitrator or arbitral panel determination that a labor law violation occurred, or that enjoined or restrained a violation of labor law. It includes an award or decision that is not final or is subject to being confirmed, modified, or vacated by a court, and includes an award or decision resulting from private or confidential proceedings. To determine whether a particular award or decision is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

Civil judgment means—

(1) In paragraph (h) of this provision: A judgment or finding of a civil offense by any court of competent jurisdiction.

(2) In paragraph (s) of this provision: Any judgment or order entered by any Federal or State court in which the court determined that a labor law violation occurred, or enjoined or restrained a violation of labor law. It includes a judgment or order that is not final or is subject to appeal. To determine whether a particular judgment or order is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

DOL Guidance means the Department of Labor (DOL) Guidance entitled: “Guidance for Executive Order 13673, ‘Fair Pay and Safe Workplaces’ “. The DOL Guidance, dated August 25, 2016, can be obtained from www.dol.gov/fairpayandsafeworkplaces.

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.

Enforcement agency means any agency granted authority to enforce the Federal labor laws. It includes the enforcement components of DOL (Wage and Hour Division, Office of Federal Contract Compliance Programs, and Occupational Safety and Health Administration), the Equal Employment Opportunity

Commission, the Occupational Safety and Health Review Commission, and the National Labor Relations Board. It also means a State agency designated to administer an OSHA-approved State Plan, but only to the extent that the State agency is acting in its capacity as administrator of such plan. It does not include other Federal agencies which, in their capacity as contracting agencies, conduct investigations of potential labor law violations. The enforcement agencies associated with each labor law under E.O. 13673 are—

- (1) Department of Labor Wage and Hour Division (WHD) for—
 - (i) The Fair Labor Standards Act;
 - (ii) The Migrant and Seasonal Agricultural Worker Protection Act;
 - (iii) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act;
 - (iv) 41 U.S.C. chapter 67, formerly known as the Service Contract Act;
 - (v) The Family and Medical Leave Act; and
 - (vi) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors);
- (2) Department of Labor Occupational Safety and Health Administration (OSHA) for—
 - (i) The Occupational Safety and Health Act of 1970; and
 - (ii) OSHA-approved State Plans;
- (3) Department of Labor Office of Federal Contract Compliance Programs (OFCCP) for—
 - (i) Section 503 of the Rehabilitation Act of 1973;
 - (ii) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974; and
 - (iii) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity);
- (4) National Labor Relations Board (NLRB) for the National Labor Relations Act; and
- (5) Equal Employment Opportunity Commission (EEOC) for—
 - (i) Title VII of the Civil Rights Act of 1964;
 - (ii) The Americans with Disabilities Act of 1990;
 - (iii) The Age Discrimination in Employment Act of 1967; and
 - (iv) Section 6(d) of the Fair Labor Standards Act (Equal Pay Act).

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).

Labor compliance agreement means an agreement entered into between a contractor or subcontractor and an enforcement agency to address appropriate remedial measures, compliance assistance, steps to resolve issues to increase compliance with the labor laws, or other related matters.

Labor laws means the following labor laws and E.O.s:

- (1) The Fair Labor Standards Act.
- (2) The Occupational Safety and Health Act (OSHA) of 1970.
- (3) The Migrant and Seasonal Agricultural Worker Protection Act.
- (4) The National Labor Relations Act.
- (5) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act.
- (6) 41 U.S.C. chapter 67, formerly known as the Service Contract Act.
- (7) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity).
- (8) Section 503 of the Rehabilitation Act of 1973.
- (9) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974.
- (10) The Family and Medical Leave Act.
- (11) Title VII of the Civil Rights Act of 1964.
- (12) The Americans with Disabilities Act of 1990.
- (13) The Age Discrimination in Employment Act of 1967.
- (14) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors).
- (15) Equivalent State laws as defined in the DOL Guidance. (The only equivalent State laws implemented in the FAR are OSHA-approved State Plans, which can be found at www.osha.gov/dcsp/osp/approved_state_plans.html).

Labor law decision means an administrative merits determination, arbitral award or decision, or civil judgment, which resulted from a violation of one or more of the laws listed in the definition of “labor laws”.

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.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

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.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

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.

Note to paragraph (a): By a court order issued on October 24, 2016, the following definitions in this paragraph (a) are enjoined indefinitely as of the date of the order: “Administrative merits determination”, “Arbitral award or decision”, paragraph (2) of “Civil judgment”, “DOL Guidance”, “Enforcement agency”, “Labor compliance agreement”, “Labor laws”, and “Labor law decision”. The enjoined definitions will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

(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 unique entity identifier 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)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ____ (or mark “Unknown”).

Predecessor legal name: ____.

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

(s) *Representation regarding compliance with labor laws (Executive Order 13673).* If the offeror is a joint venture that is not itself a separate legal entity, each concern participating in the joint venture shall separately comply with the requirements of this provision.

(1)(i) For solicitations issued on or after October 25, 2016 through April 24, 2017: The Offeror ☐ does ☐ does not anticipate submitting an offer with an estimated contract value of greater than \$50 million.

(ii) For solicitations issued after April 24, 2017: The Offeror ☐ does ☐ does not anticipate submitting an offer with an estimated contract value of greater than \$500,000.

(2) If the Offeror checked “does” in paragraph (s)(1)(i) or (ii) of this provision, the Offeror represents to the best of the Offeror's knowledge and belief [Offeror to check appropriate block]:

☐ (i) There has been no administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the offeror (see definitions in paragraph (a) of this section) during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter; or

☐ (ii) There has been an administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the Offeror during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter.

(3)(i) If the box at paragraph (s)(2)(ii) of this provision is checked and the Contracting Officer has initiated a responsibility determination and has requested additional information, the Offeror shall provide--

(A) The following information for each disclosed labor law decision in the System for Award Management (SAM) at www.sam.gov, unless the information is already current, accurate, and complete in SAM. This information will be publicly available in the Federal Awardee Performance and Integrity Information System (FAPIS):

(1) The labor law violated.

(2) The case number, inspection number, charge number, docket number, or other unique identification number.

(3) The date rendered.

(4) The name of the court, arbitrator(s), agency, board, or commission that rendered the determination or decision;

(B) The administrative merits determination, arbitral award or decision, or civil judgment document, to the Contracting Officer, if the Contracting Officer requires it;

(C) In SAM, such additional information as the Offeror deems necessary to demonstrate its responsibility, including mitigating factors and remedial measures such as offeror actions taken to address the violations, labor compliance agreements, and other steps taken to achieve compliance with labor laws. Offerors may provide explanatory text and upload documents. This information will not be made public unless the contractor determines that it wants the information to be made public; and

(D) The information in paragraphs (s)(3)(i)(A) and (s)(3)(i)(C) of this provision to the Contracting Officer, if the Offeror meets an exception to SAM registration (see FAR 4.1102(a)).

(ii)(A) The Contracting Officer will consider all information provided under (s)(3)(i) of this provision as part of making a responsibility determination.

(B) A representation that any labor law decision(s) were rendered against the Offeror will not necessarily result in withholding of an award under this solicitation. Failure of the Offeror to furnish a representation or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(C) The representation in paragraph (s)(2) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly

rendered an erroneous representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation in accordance with the procedures set forth in FAR 12.403.

(4) The Offeror shall provide immediate written notice to the Contracting Officer if at any time prior to contract award the Offeror learns that its representation at paragraph (s)(2) of this provision is no longer accurate.

(5) The representation in paragraph (s)(2) of this provision will be public information in the Federal Awardee Performance and Integrity Information System (FAPIS).

Note to paragraph (s): By a court order issued on October 24, 2016, this paragraph (s) is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(End of Provision)

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

SECTION E - EVALUATION FACTORS

Quotations will be reviewed and evaluated in accordance with the evaluation criteria explained below. The following description summarizes the relationship of the factors to each other. The evaluation factors in order of precedence are:

1. Technical Approach which is comprised of the following subfactors in descending order of importance:
 - A. Personnel—Qualifications and Experience,
 - B. Understanding of the Requirements, and
 - C. Corporate Experience and Capability
2. Past Performance
3. Price

The technical approach factor is significantly more important than past performance. All non-price factors when combined are significantly more important than price.

1. TECHNICAL APPROACH:

The Technical Approach factor which is comprised of the following subfactors in descending order of importance:

- A. Personnel—Qualifications and Experience,
- B. Understanding of the Requirements, and
- C. Corporate Experience and Capability

A. Personnel—Qualifications and Experience:

The quotation must identify and provide résumés on all proposed key personnel and must identify the status of those personnel at the time of the quotation. To identify status the quotation must clearly state whether each proposed key person is currently a full time or part time employee of the firm or someone who has agreed to join the firm if the quotation is selected for award. Résumés of all key personnel who are not currently employees must be accompanied by a signed and notarized statement that the person has agreed to the use of his or her resume in the quotation package.

- (1) Documentation demonstrates the ability of the prime SDVOSB to obtain, retain, and provide adequate licensed and experienced staff with the capability and knowledge to support the PWS.
- (2) Documentation demonstrates that professional experts, senior personnel and other members of the prime team have training and education and experience with performing ECM commissioning.
- (3) Documentation demonstrates that selected project managers and/or team leads and team members have training and experience in maintaining renewable energy, Mechanical and Electrical projects such as those listed in the PWS.
- (4) Documentation demonstrates that professional experts have training and/or education, and experience in project management and/or program management, including use of work breakdown schedules and risk management.

B. Understanding of the Requirement

The prime contractor will demonstrate their understanding of the PWS requirements as demonstrated by the rationale and completeness of elements that will promote VA initiatives such as (1) scope and complexity and knowledge and skill area as they relate to the required services of the PWS, (2) demonstrate a project management approach to commissioning of ECM projects, (3) demonstrate methodologies and systems that are state-of-the-art and appropriate, (4) developer selection approach, (5) and demonstrate an understanding of the VA or similar environment and VA's current and upcoming challenges to achieve the PWS requirements.

C. Corporate Experience and Capability

Evaluation of this subfactor will be based on longevity, size, scope, reputation, and financial stability to maintain capability and perform the requirements throughout the entire period of the contract.

2. PAST PERFORMANCE

The Offeror will be evaluated on their past performance. Offeror shall submit three references (provide an email and telephone number of point of reference and also the project title and contract number) for recent (from the past three years) and relevant experience (i.e., experience in providing the services as described by the Performance Work Statement contained in the solicitation and services that are similar in scope – CHP, and ECM)). For Past Performance, the information used shall consist of reference data provided by the Offeror in their proposal submission, information in both Government and commercial databases, and other information available as VA determines is reasonable in order to determine the performance risk level.

3. PRICE

This Volume shall be organized in such a manner to address and/or provide sufficient details in price breakdown of the quotation. Information must be detailed enough to clearly document that the proposed mix of labor categories are accurate, realistic, complete and consistent with the proposed technical volume and with the requirements of the PWS. Documentation shall also explain any description of any assumption of terms and conditions as well as a specific description of any pricing and technical assumptions that the response is predicated on. (All rates are loaded).

Quotations which are unrealistic in terms of technical commitment or unrealistically low in price will be deemed to show an inherent lack of technical competence or failure to comprehend the complexity and risk of the contract requirements. This may be grounds for the rejection of the quotation. The Government may reject any quotation that is unreasonable or materially unbalanced as to prices. An unbalanced quotation is one that incorporates prices significantly less than cost for some items and/or prices that are significantly overstated for other items.

The Government intends to award without discussions on the basis of initial offers; however, it reserves the right to hold discussions and solicit final revised quotation if deemed necessary. This will be awarded as a best value single award.

(End of Provision)