

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO.	PAGE 1 OF 100	
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE		
			VA248-17-Q-1746			
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Jose R. Sierra-Colon		b. TELEPHONE NO. (No Collect Calls) 813-972-2000 X-2810	8. OFFER DUE DATE/LOCAL TIME 09-27-2017 1300/0100PM		
9. ISSUED BY Department of Veterans Affairs Network Contracting Office 8 (NCO 8) 8875 Hidden River Pkwy Suite 525 Tampa FL 33637		CODE <input checked="" type="checkbox"/> Y	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 238210 SIZE STANDARD: \$15 Million			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING N/A		
15. DELIVER TO Department of Veterans Affairs James A. Haley Veterans Hospital (90C) 13000 Bruce B. Downs Blvd Tampa FL 33612		CODE 673	16. ADMINISTERED BY Department of Veterans Affairs Network Contracting Office 8 (NCO 8) 8875 Hidden River Pkwy Tampa FL 33637			
17a. CONTRACTOR/OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs Financial Services Center P.O. Box 149971 Austin TX 78714-9971 PHONE: 877-353-9791 FAX:			
TELEPHONE NO.	DUNS:	DUNS+4:	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER						
19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Maintenance & Testing for Electrical Power Distribution Sys. The James A. Haley VA Medical Center Facility Management Service at 13000 Bruce B. Downs Blvd. Tampa, FL has a requirement for the maintenance, cleaning, inspection, testing, and/or calibration of the Electrical Power Distribution System and all its components. ***See Statement of Work on Solicitation *** Period of Performance: One year from the award date. GOVERNMENT POINT OF CONTACT: Jose R. Sierra-Colon Contracting Officer Tel: 813-972-2000 Ext. 2810 E-mail: jose.sierra-colon@va.gov (Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page			26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00			
<input 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 checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA			<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> 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) Jose R. Sierra-Colon Contracting Officer		31c. DATE SIGNED	

Attachment 1 - Price and Cost Schedule

RFQ VA248-17-Q-1746

Combine Synopsis Maintenance and Testing for Electrical Power Distribution System

B.5 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Electrical Power Distribution System maintenance, cleaning, inspection, testing, and/or calibration of all components.	12.00	MO	_____	_____
				GRAND TOTAL	_____

B.6 DELIVERY SCHEDULE

ITEM NUMBER	QUANTITY	DELIVERY DATE
0001	12.00	
SHIP TO: James A. Haley 13000 Bruce B, Downs Blvd Tampa, FL 33612 4745		
MARK FOR: Vinh Q. Bui 813-464-0783 vinh.bui@va.gov		

**DEPARTMENT OF VETERANS AFFAIRS
JAMES A. HALEY VA MEDICAL CENTER**

**STATEMENT OF WORK
FOR
Maintenance, Inspection, Testing, and Cleaning
Of the Electrical Power Generating and Distribution Systems**

1. Introduction:

- A. This Statement of Work (SOW) describes the requirements for the maintenance, cleaning, inspection, testing, and/or calibration of the Electrical Power Distribution System and all of its components at the James A. Haley VA Medical Center. These work items are referenced as “Maintenance and Testing” in this document, hereafter.
- B. This SOW describes the requirements for the Qualified Electrical Contract Professionals – known as “Contractors” in this document, hereafter. Contractors who are contracted by VA Medical Center to perform maintenance, cleaning, inspection, testing of the Electrical Power Distribution System, and all its components shall meet all requirements stated in Section 2 of this SOW.
- C. This SOW describes the requirements to establish maintenance and testing reports.

2. Qualifications of Contractors:

- A. Contractors shall be experienced Electrical Contractors, having properly trained and licensed permanent staff required to perform the proposed work. Electrical Contracting (i.e. the construction, repair, testing and maintenance of industrial and commercial electrical distribution systems) shall be the primary interest/specialty of the Contractor’s business.
- B. Contractors shall be certified by the International Electrical Testing Association (NETA) or *equivalent certifying organization* as Certified Technicians with each having completed the Occupational Safety & Health Administration (OSHA) approved 10-hour construction safety training.
- C. Contractors shall have technical training and demonstrable track records of working experience in maintenance, cleaning, inspection, testing of the Electrical Power Distribution Systems and related components in healthcare, industrial, educational, and commercial facilities for a minimum of five (5) continuous years. Electrical

components on which the Contractors have experience shall include, but not be limited to, switchboards & switchgear (low and medium voltage); low voltage controls; emergency and standby generators; automatic transfer switches, wiring, transformers, meters, and other electrical appurtenances.

- D. Contractors shall have safety trainings – either on-the-job or class-room type - in electrical safety outlined in the OSHA Standard 29 Code of Federal Regulations (CFR) 1910 Subpart S – Electrical, and the NFPA 70E – Standard for Electrical Safety in the Workplace. Training certification shall be provided indicating each technician is a *Qualified Person* as defined by NFPA 70E. Training certifications shall be submitted to the VA Contracting Officer prior to work. If no training certifications are available, the contractor' Employer shall certify that he/she has met this requirement in writing, and submit it to the VA Contracting Officer prior to work.

- E. Contractors shall have ready access to the latest versions of the following references:
 - 1) NFPA 70, National Electrical Code.
 - 2) NFPA 70B, Recommended Practice for Electrical Equipment Maintenance.
 - 3) NFPA 70E, Standard for Electrical Safety for the Workplace.
 - 4) NFPA 110, Standard for Emergency and Standby Power System.
 - 5) OSHA Standard 29 CFR 1910, Subparts I & S.
 - 6) International Electrical Testing Association, Inc. (NETA) – Maintenance and Testing Specifications.
 - 7) Operating /Maintenance manuals and specifications of the electrical equipment to be maintained and tested. These documents may be obtained from the VHA Medical Center, or the equipment manufacturers.
 - 8) VHA Directive July 25, 2014 [1028], Electrical Power Distribution System
 - 9) Manufactures Specifications for testing, inspecting, and maintenance

- F. Contractors shall have and provide all necessary tools, equipment, and Personal Protective Equipment (PPE) to perform the work safely, effectively, and timely. Tools, equipment, and PPE shall comply with the requirements of OSHA Standard 29 CFR 1910, Subpart I, and NFPA 70E. Prior to initiating work, Contractor shall provide documentation that all instruments, test equipment, tools and PPE have current calibration. Dated calibration labels shall be visible on all instruments, test equipment, tools and PPE as appropriate.

3. Standards for Statement of work

All work and testing shall be in compliance with manufacturer's recommendations, and in accordance with applicable NEMA, NEC, ANSI, ASTM, ASA, NETA (and /or) Veteran's administration standards.

A) Medium voltage switches

- 1) Clean contacts and remove oxide or corrosion.
- 2) Maintain 80% or better contact mating on knife or butt-type contact surfaces.
- 3) Measure contact resistance in micro ohms, megger each phase to ground and record any discrepancies.
- 4) Clean and inspect the cubicle, check torque and tighten all untapped connections and lubricate as necessary.
- 5) Check switches for freedom of movement and galling, or friction in moving parts.
- 6) Check for signs of heating on current carrying parts, lose or missing hardware and broken or missing cotter keys or retainer rings.
- 7) Replace missing or broken parts and lubricate.
- 8) Check fuses for proper size and connections for tightness in ferrules.
- 9) Report any unfavorable environmental conditions, such as excessive moisture or conducting dust.
- 10) Visually inspect the equipment ground, ground buss and ground straps.

All work shall be performed per manufacturer's specifications

B) Medium voltage breakers

- 1) Clean and inspect the cubicle, check torque and tighten all untapped connections and lubricate as necessary.
- 2) Check for signs of heating, loose, missing or broken hardware.
- 3) Visually inspect ground, ground buss and ground straps.
- 4) Report any unfavorable environmental conditions, such as excessive moisture or conducting dust.
- 5) Draw or rack each breaker from its cubicle, remove arc chutes, clean, inspect, adjust, and lubricate all contacts as necessary.
- 6) Measure contact resistance in micro ohms, megger each phase to phase and phase to ground.
- 7) Electronically close and trip each breaker with control switch.
- 8) Manually close and trip each breaker.
- 9) Trip each breaker with each of its protective devices.
- 10) Tighten all connections.

All work shall be performed per manufacturer's specifications

C) Medium voltage dry and liquid filled transformers

- 1) Inspect transformers and accessories for damage, signs of heating, loose connections and missing hardware.
- 2) Clean all appropriate surfaces, check torque and tighten all un-taped connections.
- 3) Visually inspect the equipment ground, ground buss and ground straps.
- 4) Report any unfavorable environmental conditions, such as excessive moisture or conducting dust.
- 5) Sample all insulating liquids and test dielectric and water content.

D) Protective Relays

- 1) Inspect for:
 - a) Loose terminals, lock screws and other parts.
 - b) Filings or other foreign material in magnet gaps.
 - c) Burned or dirty contacts.
 - d) Sticky contact backstops.
 - e) Dirty, worn and broken bearings or other causes of sluggish operation.
 - f) Damaged coils, resistors or wiring.
 - g) Damaged or maladjusted indicator targets or holding devices.
- 2) Clean and make all necessary adjustments, and tighten loose connections.
- 3) Perform four types of tests for overcurrent relay testing: zero set, pickup, time current, Characteristics and target and seal-in operation.
- 4) For overcurrent instantaneous relays, consult manufacturer's instruction bulletin to identify current terminals and contact terminals.
- 5) For over/under voltage relays, consult manufacturer's instruction bulletin to identify potential terminals and contact terminals. Perform the zero set, pickup and timing tests.

All work shall be performed per manufacturer's specifications.

E) Low Voltage Breakers

- 1) Inspect breaker, clean, check torque and tighten all connections.
- 2) Megger each breaker phase to phase and phase to ground, measure contact resistance in micro ohms.
- 3) Test each series overcurrent trip device for pickup at 200% and 300% of its rating and for instantaneous pickup.

- 4) Report any unfavorable environmental conditions, such as excessive moisture or conducting dust.

All work shall be performed per manufacturer's specifications.

Low voltage substation Breakers

- 1) Clean and inspect the cubicle, check torque and tighten all untapped connections and lubricate as necessary.
- 2) Check for signs of heating, loose, missing or broken hardware.
- 3) Visually inspect ground, ground buss and ground straps.
- 4) Report any unfavorable environmental conditions, such as excessive moisture or conducting dust.
- 5) Draw or rack each breaker from its cubicle, remove arc chutes, clean, inspect, adjust, and lubricate all contacts as necessary.
- 6) Measure contact resistance in micro ohms, megger each phase to phase and phase to ground.
- 7) Electronically close and trip each breaker with control switch.
- 8) Manually close and trip each breaker.
- 9) Trip each breaker with each of its protective devices.
- 10) Tighten all connections.

All work shall be performed per manufacturer's specifications

F) Low Voltage Transformers Dry Type

- 1) Inspect transformers and accessories for damage, signs of heating and missing hardware.
- 2) Clean all appropriate surfaces, check torque and tighten all untapped connections.
- 3) Visually inspect the equipment ground, ground buss and ground strips.
- 4) Report any unfavorable environmental conditions, such as excessive moisture or conducting dust.

All work shall be performed per manufacturer's specifications.

4. Summary of Work:

- A. The Contractor shall provide a proposed schedule with their bid proposal. The schedule shall be in the form of a progress chart (i.e. Pert or Gantt) of suitable scale to indicate the work scheduled for completion by any given date during the work period. The proposed schedule shall be reviewed by the James A. Haley VAMC Facilities Management; any

requirements for adjusting the schedule (e.g. to minimize disruption to the VAMC) shall be incorporated by the Contractor.

- B. The Contractor shall attend the weekly projects meeting where he shall propose the work/shutdowns at least 21 days in advance of the work being completed. The purpose of this meeting is for the contractor to present the documents and the information for the equipment that will be shut down, the panel schedules, print / sketch and floor plans and the effects on the affected areas in the hospital. The meeting will be attended by the supervisors to except and sign off or to amend and make changes the work plan purposed. The COR and Engineer representative overseeing the contract will be at the meetings and working with the contractor.
- C. The contractor shall be responsible for completing all the required documents with the assistance of the Engineering representative and the COR. All the required forms that will be needed will be attached in this contract that are to include but not limited to items like the lock out Tag out and other safety forms. We want to make it clear that the contractor is responsible for putting together the shutdown package / notification with the assistance of the Engineering representative and the COR.
- D. The contractor will need to plan and coordinate the shutdowns, the contractor needs to be aware that you cannot shutdown the Essential and Normal switchgear at the same time or on the same day. This causes to much hard ship on the facility and the patient care.
- E. The VA electrician will be present to throw the breaker per the shutdown notification package for all lock out tag out and shutdowns for the Tampa VA. The Contractor and the VA will place their own locks on the gear.
- F. Contractors shall report deficiencies that are deemed critical or catastrophic immediately to the Contracting Officer and Chief of Facilities Management, Engineering representative, and the COR for immediate actions.
- G. The Contractor needs to have a competent representative for quality control that will be present for all testing and work that will provide a completion report within 24 hours of the completion of the work for that day.
- H. Work items, definitions, and references shall comply with the latest edition of the NETA – Maintenance Testing Specifications (MTS), Manufactures Specifications, and with the VHA Directive, Electrical Power Distribution System. Below is a list of electrical equipment that shall be maintained and tested:

1. Switchgear and Switchboard Assemblies.
2. Transformers, Dry Type, Air-Cooled, Low-voltage, Small.
3. Transformers, Dry Type, Air-Cooled, Low-voltage, Large.
4. Transformers, Liquid-Filled.
5. Metal-Enclosed Busways.
6. Switches, Air, Low-Voltage.
7. Switches, Air, Medium-Voltage, Metal-Enclosed.
8. Switches, Oil, Medium-Voltage.
9. Switches, Vacuum, Medium-Voltage.
10. Switches, SF₆, Medium-Voltage.
11. Circuit Breakers, Air, Insulated-Case/ Molded-Case.
12. Circuit Breakers, Air, Low-Voltage Power.
13. Circuit Breakers, Air, Medium-Voltage.
14. Circuit Breakers, Oil, Medium and High-Voltage.
15. Circuit Breakers, Vacuum, Medium-Voltage.
16. Circuit Breakers, SF₆.
17. Protective Relays, Mechanical, and Solid State.
18. Protective Relays, Microprocessor Based.
19. Grounding Systems.
20. Ground-fault Protection Systems.
21. Motor Control, Motor Starters, Low-Voltage.
22. Motor Control, Motor Starter, Medium-Voltage.
23. Emergency Systems, Engine Generators.

24. Emergency Systems, Automatic Transfer Switches.
25. Medium voltage substations; Normal and Essential
26. Medium voltage switch packages
27. Medium voltage circuit switchers
28. Power Plant E-1, E-2, N-1, N-2 switch boards and associated equipment
29. Medium voltage Load Bank

I. Government will provide the following documents / books after the awarding of the contract. The documents are located at the power plant building 54.

1. Inventory of Electrical Power Distribution System equipment to be maintenance, cleaning, inspection, testing under this Scope of Work.
2. One-line and other informational drawings of the Electrical Power Distribution System. These drawings are not certified as-built drawings.
3. Electrical Power System study information relevant to the scope of this effort, such as coordination study data, short-circuits analysis, arc-flash hazard analysis and available protective device setting information.

J. System Function Tests. Provide function test for all equipment listed in this Scope of Work.

5. Summary of Work Cont.:

- A. A complete written report of the work performed shall be provided to the VA within 7 days of completion. Information shown in the report shall be as following:
- 1) Company's name, addresses, telephone, & FAX numbers.
 - 2) Name and signature of contractors who perform the maintenance and testing.

- 3) VA Work Contract Number, name and number of VA Contracting Officer.
- 4) Date and Time of work.
- 5) Copies of contractors' valid licenses, professional and training certificates.
- 6) Descriptions and model number of specialized tools and equipment used, such as torque wrench or infra-red scanning camera.
- 7) Location, Type, Name, and nameplate information of electrical equipment to be maintained and tested.
- 8) Descriptions of work items.
- 9) Test data.
- 10) Reference materials such as equipment manufacturer's specifications, coordination study, etc.
- 11) Remarks on conditions of electrical equipment. List all deficiencies, if any.
- 12) Recommended corrective actions, if any.
- 13) Add 10 % of the contract cost to handle repairs and replacement of defective parts, breakers and switches.
- 14) When referring to testing of switches and breakers, this is to include all spare breakers that meet the required parameters and specs.

B. Electrical equipment (including, but not limited to switchgears, switchboards, distribution panels, motor control centers, and all related components) is inspected, tested, maintained, and/or calibrated every 36 months, and all work must be documented. **NOTE:** *The National Electrical Testing Association (NETA) provides guidance which is considered best practice for the maintenance of electrical equipment; these practices should be followed to the extent possible.*

(a) Use lint-free rags to clean conductors, contact points between the circuit breakers and main buss bars, buss bars and interior of the electrical equipment. Use a vacuum cleaner to remove large debris; compressed air is not to be used for this purpose. Visually inspect for signs of overheating, misaligned contacts, damaged insulation, or loose lugs. (b) Lubricate all moving parts with manufacturer's approved lubricants.

(c) Test and exercise circuit breakers located in switchgears, switchboard, and distribution panels to ensure operation under overload, and short circuit conditions. **NOTE:** *The following maintenance requirements, although not mandatory, are strongly encouraged: All molded case circuit breakers (frames size 225 amps or less) should be tested annually to determine if contacts open and reclose when breaker is manually tripped and restored. All panels are to be tested including emergency panels. If no failures are encountered and the test is fully documented, the interval between molded case breaker testing may be*

extended in 6-month increments, up to but not to exceed 36 months between successive tests.

(d) Test ground fault protection devices for proper function if they are installed in the Electrical Power Distribution System.

(e) Inspect and tighten ground connections. Test ground resistance for the entire facility grounding system.

(f) Identify the hot spots in the electrical equipment, this will be performed using a liquid nitrogen photon absorption spectrometer. Tighten problem connections to meet equipment manufacturers' specification using a torque wrench or other approved devices.

(g) Calibrate and maintain adjustable protective relays.

(h) Test all control systems equipment for proper operation after maintenance is performed and before placing them back in normal service.

(i) To ensure access is limited to qualified persons, electrical equipment is to be secured. For example, electrical panels located in corridors or other public areas are to be locked or otherwise secured.

NOTE: *Subparagraphs 4b (13) (c) through (h) are typically done by qualified electrical contract professionals who specialize in electrical testing. For the Statement of Work, go to the web site at:*

http://vaww.ceosh.med.va.gov/sow_ElectPowDistSysTesting.Doc. This is an internal Web site and is not available to the public.

Submit four (4) hard copies of the complete written report to VA Contracting Officer within seven (7) calendar days of visit.

Submit four (4) hard copies of the complete written report, and one (1) CD-ROM or DVD of the electronic version of the report in Microsoft Word format to the Chief of [Facilities Management] [Engineering Service] within seven (7) calendar days of visit. All reference materials shall be included in the electronic version of the report, either through scanning or other means of electronic text import methods.

Appendix –A
Medium Voltage Inventory
Medium Voltage Breakers

Location	Qty	Description
Bldg-54 Switchgear RM.-West	14	Square D type - VR
Bldg-54 Switchgear RM.-East	14	Square D type - VR
Bldg-39 RM. A105 Switch Gear Room	4	Cutler Hammer - VCP
Bldg. -39 Chiller Area	6	GE Starter Breaker Combination CR194B118B2
Poly-Trauma – 38 Substation 1-BP-ESS	2	Square D type – 17-23079421
Poly-Trauma – 38 Substation 1-BP-NSS-1	2	Square D type – 17-23079421
Poly-Trauma – 38 Substation 1-BP-NSS-2	2	Square D type – 17-23079421

Medium Voltage Switches

Location	Qty	Description
Bldg-54 Switchgear RM.-West	1	Cutler Hammer RE 500
Bldg-54 Switchgear RM.-East	1	Cutler Hammer RE 500
Bldg-39 RM. A110 4160 Gear Room	14	Cutler Hammer RE 500
Bldg. 1 North Substation 1N-ESS	2	Cutler Hammer RE 500
Bldg. 1 North Substation 1NSS	4	Cutler Hammer RE 500
Bldg. -39 Chiller Area	6	Cutler Hammer RE 500
Bldg. 30 Substation 64/USSNSS	4	Cutler Hammer RE 500
Bldg. 30 Sub ESS	2	Cutler Hammer RE 500
Bldg. 30 Substation NSS	1	Cutler Hammer RE 500
Bldg. 1 USS/OR	2	Square D 17-19201030-154
Bldg. 38 Substation NSS	2	Cutler Hammer RE 500
Bldg. 38 Substation ESS	2	Cutler Hammer RE 500
Bldg. 32 Substation ESS	2	Cutler Hammer RE 500
Bldg. 32 Substation NSS	2	Cutler Hammer RE 500

Medium Voltage Switches Cont.

Location	Qty	Description
Bldg. 1 South Substation NSS	4	Cutler Hammer RE 500
Bldg. 1 South Substation ESS	2	Cutler Hammer RE 500
38 -The Hill Circuit Switchers	32	S&C CDA-822232
38 -The Hill Pad Mount Switch Packages	2	S&C PME 12 (Green Ones)
Bldg. 68 / Outside Pad Mount Switch Packages	4	S&C PME 12
Bldg. 1/ Front / Outside Pad Mount Switch Packages	4	S&C PME 12

Medium Voltage Transformers

Location	Qty	Description
Bldg. 30 Substation 64/USS/NSS	1	Cutler Hammer D581827001
Bldg. 30 Substation ESS	1	Cutler Hammer D582513001
Bldg. 30 Substation NSS	1	Cutler Hammer D582748001
Bldg. 1 Substation USS/OR	1	Square D 19701030-155-01
Bldg. 1 North Substation NSS/A	1	Cutler Hammer D582511001
Bldg. 1 North Substation NSS/B	1	Cutler Hammer D582512001
Bldg. 1 North Substation ESS	1	Cutler Hammer D582507001
Bldg. 39 4160 Control Room	3	Cutler Hammer PDJ1273
Bldg. 38 Substation NSS	1	Cutler Hammer PGA0099
Bldg. 38 Substation ESS	1	Cutler Hammer 82513003
Poly-Trauma – 38 Substation 1-BP-ESS	1	Square D 28079421-003
Poly-Trauma – 38 Substation 1-BP-NSS-1	1	Square D 28079421-002
Poly-Trauma – 38 Substation 1-BP-NSS-2	1	Square D 28079421-001
Bldg. 32 Substation ESS	1	Cutler Hammer D582514001
Location	Qty	Description
Bldg. 32 Substation NSS	1	Cutler Hammer D582513001
Bldg. 1 South Substation ESS	1	Cutler Hammer D582508001
Bldg. 1 South Substation NSS/A	1	Cutler Hammer D582510001
Bldg. 1 South Substation NSS/B	1	Cutler Hammer D582509001

Medium Voltage Relays

Location	Qty	Description
Bldg. 39 Substation Switch gear Room	2	Eaton FP 5000
Bldg. 39 Substation Switch gear Room	2	Eaton IQ Analyzer
Bldg. 39 Substation Switch gear Room	5	Digi trip 3000
Bldg. 54 Switch gear Room West	7	GE 735 Relays
Bldg. 54 Switch gear Room West	4	GE 489 Relays
Bldg. 54 Switch gear Room West	3	GE 750 Relays
Bldg. 54 Switch gear Room East	7	GE 735 Relays
Bldg. 54 Switch gear Room East	4	GE 489 Relays
Bldg. 54 Switch gear Room East	3	GE 750 Relays

Low Voltage Transformers

Location	Qty	Description
Parking Garage East Side	1	Square D 27729070-001-01
Bldg. 30/64 Outside North End	1	Cooper 00013P13XJEA
Bldg. 54 Outside by fuel Tanks	3	Cooper 1- 009J8X65K39A 2- 001M7P10K83A 3- 001M7P10K83A-1

Appendix – B
Low Voltage Inventory

Bldg No.	Room No.	Breaker Name	Amps	Model Number	E.E. Number
30	NSS	64-UUS-LVSS MAIN	2000	Eaton MDS620	None
30	NSS	Fire Pump	400	Eaton HDK65K	None
30	NSS	ATS-CR	800	Eaton HDK65K	None
30	NSS	ATS-EQ-2	800	Eaton HND65K	None
30	NSS	ATS-EQ-1	800	Eaton HND65K	None
30	NSS	SPARE	800	Eaton HND65K	None
30	NSS	Ciller VA	800	Eaton HND65K	None
30	NSS	Chiller 1	800	Eaton HND65K	None
30	NSS	Solar Panel	1600	Square D QED	None
30	NSS	Solar Panel	1600	Eaton RD65K	None
30	ESS	30ESS MAIN	1600	Eaton MD5616	None
30	ESS	Spare	400	Eaton HKD 65	None
30	ESS	ARS CR	400	Eaton HKD 66	None
30	ESS	Fire Pump	400	Eaton HKD 67	None
30	ESS	ATS EQ-1	800	Eaton HMDL 65	None
30	ESS	ATS EQ-2	800	Eaton HMDL 65	None
30	G006	Panel D3	400	GE High Break TJH4S	14055
30	G006	Panel D1	400	GE High Break TJH4S	14055
30	G006	Panel C1	400	GE High Break TJH4S	14055
30	G006	Panel D2	400	GE High Break TJH4S	14055
30	G006	Spare	400	Versitrip T9UR20S	14055
30	G006	Panel B1	400	Versitrip T9UR20S	14055

30	G006	Panel B2	400	Versitrip T9UR20S	14055
30	G006	Panel B3	400	Versitrip T9UR20S	14055
30	G006	Panel C2	400	GE TJH4S	14055
30	G006	Panel C3	400	GE TJH4S	14055
30	G006	ATS1	400	Versitrip T9UR20S	14055
30	G006	Panel A3	400	Versitrip T9UR20S	14055
30	G006	Panel A2	400	Versitrip T9UR20S	14055
30	G006	Panel A5	400	Versitrip T9UR20S	14055
30	G006	No Name	400	Versitrip T9UR20S	14055
30	G006	Panel A1	400	Versitrip T9UR20S	14055
30	G006	Panel A	400	Versitrip T9UR20S	14055
30	G006	T72-12-N-1	800	Versitrip TA920SLA1	14055
30	G006	No Name	800	Versitrip TA920SLA1	14055
30	G006	64-A2-ATS-CR1-G10	800	2000 plus Russ Electric	78084
30	G006	64-A2-ATS-LS1-G5	800	2000 plus Russ Electric	78085
30	G006	64-A2-ATS-EQ2-G10	800	2000 plus Russ Electric	78086
30	G006	64-A2-ATS-EQ1-G5	800	2000 plus Russ Electric	78087
30	G013	Main	2000	Eaton MDS 620	None
30	G013	Main 30A2XCRP1	400	Eaton HMDL 65	None
30	G013	Main 30 AZX/P2XEQL1 feeds Penthouse Main	400	Eaton HKD 65	None
30	G013	Main 30 AZX/ GZXEQL230-09EC	400	Eaton HKD 65	None
30	G013	30-A2-1125 KVAEQ1	112.5KVA	Eaton DRY type Transformer DT3	None
30	G013	30-A2-1125 KVA	112.5KVA	Eaton DRY type Transformer DT3	None
30	G013	Side of switch gear	250 KVA	Eaton Phase surge suppressor	None

42	back of build	Service Disconnect breaker	1200	GE CUA1	NONE
39	A110	MAIN 39MMC	3000	EATON DSII-637	56362
39	A110	DS11-616 PROVISION	0	REMOVED	NONE
39	A110	PUMP 39-SP-2	800	EATON DSII-608	NONE
39	A110	PUMP 39-SP-1	800	EATON DSII-608	56363
39	A110	39-MCC-C-SP-1	800	EATON DSII-608	56364
39	A110	39-MCC-B	800	EATON DSII-608	NONE
39	A110	1200 AMP TRANSFER SWITCH	1600	EATON DSII-616	NONE
39	A110	PANEL 1NLA	800	EATON DSII-608	NONE
39	A110	39-MMC-A	1600	EATON DSII-616	NONE
39	GEN RM	1EDA3012NLD1	800	EATON HMDL65K	56382
39	GEN RM	39-CH-7	400	EATON HKD65K	NONE
39	GEN RM	39-CH-6	400	EATON HKD65K	NONE
39	GEN RM	MAIN	1200	Eaton HND65K	NONE
39	GEN RM	CEP ATS	1200	RUSSELL ELECT MODEL 2000	NONE
39	BOILER RM	MAIN 39-12-NL-C	400	GE SPECTRA RMS SRPG	NONE
39	BOILER RM	MAIN 39-12-NL-D	800	GE SPECTRA RMS SAPK	NONE
39	BOILER RM	39-MED AIR	400	GE SPECTRA RMS SRPG	NONE
39	BOILER RM	39-1Z-NL-C	400	GE SPECTRA SRPG	NONE
39	CHILLER RM	CHILLER ONE 4160V LTS	?	SIEMENS VACCUUM BREAKER	56384
39	CHILLER RM	CHILLER TWO 4160V LTS	?	SIEMENS VACCUUM BREAKER	56500
39	CHILLER RM	CHILLER THREE 4160V LTS	?	SIEMENS VACCUUM BREAKER	56383
39	CHILLER RM	CHILLER FOUR 4160V LTS	?	SIEMENS VACCUUM BREAKER	56385
39	CHILLER RM	CHILLER FIVE 4160V LTS	?	GE Limit amp CR194C118B2	None

39	CHILLER RM	CHILLER SIX 4160VTS	?	GE Limit amp CR194C118B3	None
1	2D-258	D2AEL-1	400	EATON KD 35K	None
1	2D-258	D2AH	400	EATON KT3400	None
1	2D-256D	2D-XCR-P2A	400	EATON DK 65K	None
1	2D-256D	NR-DA	400	EATON DK 65K	None
1	2D-256D	CR-DA	400	EATON DK 65K	None
1	2D-256D	TX-2D-XCR-P1	400	EATON DK 65K	None
1	1A-114B	CRA	400	EATON DK 65K	None
1	GD-003D	NR-DB	400	EATON DK 65K	None
1	GD-003D	GD-XEQ-P1	300	EATON KT 3400T	None
1	GD-038G	PNLEQ3	600	EATON HLD 65K	None
1	GC-006	NR-BP	400	Eaton HDK65K	None
1	GB-013	EQ-B	400	Eaton HDK65K	None
1	GB-013	NR-B	400	Eaton HDK65K	None
1	GB-013	GB-XLS-L1	300	EATON 3400T	None
1	GA-023A	EQPB-MG-3	600	EATON HDK65K	None
1	GA-023A	EQPB-MG-1	600	EATON HDK65K	None
1	GA-023A	EQPB-MG-2	600	EATON HDK65K	None
1	GA-023A	EQ-B-UPS	600	EATON HDK65K	None
1	PENTHOUSE	MB10	400	EATON HDK65K	None
1	PENTHOUSE	MB8-1	400	EATON HDK65K	None
1	PENTHOUSE	MB8-2	400	EATON HDK65K	None
1	7B-702	EQ-DB-MB10	300	EATON KT 300T	None
1	7B-702	EQ-BP-MB9	400	EATON HDK65K	None
1	6B-603	EQ-BP-MB8	400	EATON HDK65K	None

1	5B-502	1-5W-EQL-1	400	EATON HDK65K	None
1	5B-502	1-5W-NP-1	300	EATON KT 300T	None
1	5B-502	1-5W-CRP-1	300	EATON KT 300T	None
1	5A-562	1-5N-NP-1	300	EATON KT 300T	None
1	4B-416	B4AL SEC 1	400	GE AXT-1B7	None
1	3B-313	MB3	400	EATON HDK65	None
1	3B-313	MDP4-1	600	EATON HLD 65K	None
1	3B-313	MDP4-2	600	EATON HLD 65K	None
1	3B-304	TX	400	EATON HDK65K	None
1	3B-304	SPARE	600	EATON HLD 65K	None
1	3A-314	NR-A	400	EATON HDK 65K	None
1	3A-314	TX-TXCB	400	EATON HDK 65K	None
1	2D-258	D2AL	400	EATON HDK 65K	None
1	SOUTH SUB-E	1S-ESS-M1C	3000	EATON MDS 830	None
1	SOUTH SUB-E	EM-3/EM-1DP	800	EATON MDN 608	None
1	SOUTH SUB-E	BREAKER ATS-CRS2	800	EATON MDN 608	None
1	SOUTH SUB-E	ATS-CR1	800	EATON MDN 608	None
1	SOUTH SUB-E	ATS-LSS1	800	EATON MDN 608	None
1	SOUTH SUB-E	FEEDER F4B	1600	EATON MDN 616	None
1	SOUTH SUB-E	1-MSB-SE1	1600	EATON MDN 616	None
1	SOUTH SUB-E	ATS-EQS-1	1600	EATON MDN 616	None
1	SOUTH SUB-E	PANEL MA	400	EATON HDK65	None
1	SOUTH SUB-E	4 SPARES	400	EATON HDK65	None
1	GA-023A	GA-XLS-MDP MAIN	400	EATON HKD65K	None

1	GA-23A	A LIFE SAFETY	400	EATON HKD65K	None
1	GA-23A	B LIFE SAFETY	400	EATON HDK65K	None
1	SOUTH SUB-N	MAIN M1C	4000	EATON MDS 840	None
1	SOUTH SUB-N	1-MSB-SB1	1600	EATON MDN616	None
1	SOUTH SUB-N	SPARE	1600	EATON MDN616	None
1	SOUTH SUB-N	NR-A	1600	EATON MDN616	None
1	SOUTH SUB-N	SPARE	1600	EATON MDN616	None
1	SOUTH SUB-N	SPARE	800	EATON MDN608	None
1	SOUTH SUB-N	MDP-4	1600	EATON MDN616	None
1	SOUTH SUB-N	NR-B	1600	EATON MDN616	None
1	SOUTH SUB-N	BUILDING 2	1600	EATON MDN616	None
1	SOUTH SUB-N	1S-NSS-A MAIN 52-A	4000	EATON MDS 840	None
1	SOUTH SUB-N	1-MSB-SA1	1600	EATON MDN616	None
1	SOUTH SUB-N	ATS-CRS-2	800	EATON MDN608	None
1	SOUTH SUB-N	ATS-EQS-1	1600	EATON MDN616	None
1	SOUTH SUB-N	ATS-CRS-1	800	EATON MDN608	None
1	SOUTH SUB-N	SPARE	1600	EATON MDN616	None
1	SOUTH SUB-N	ATS-LSS-1	800	EATON MDN608	None
1	SOUTH SUB-N	TIE T1C	3000	EATON MDS830	None
1	SOUTH SUB-N	GA-NP-1	250	EATON HJK65K	None
1	SOUTH SUB-N	FOUR SPARES	400	EATON HKD65K	None
1	NORTH-N	NSS-MAIN MIC	4000	EATON MDS 840	NONE
1	NORTH-N	ATS-CRN-1	800	EATON MDN608	NONE
1	NORTH-N	ATS-LSN-1	800	EATON MDN608	NONE

1	NORTH-N	ATS-CRN-2	1600	EATON MDN616	NONE
1	NORTH-N	ATS-EQN-1	1600	EATON MDN616	NONE
1	NORTH-N	ATS-CRN-3	1600	EATON MDN616	NONE
1	NORTH-N	SPARE	1600	EATON MDN616	NONE
1	NORTH-N	TIE-T5B	3000	EATON MDS830	NONE
1	NORTH-N	NR-C	800	EATON MDN608	NONE
1	NORTH-N	NR-DB	1600	EATON MDN616	NONE
1	NORTH-N	NR-DA	1600	EATON MDN616	NONE
1	NORTH-N	DIP	1600	EATON MDN616	NONE
1	NORTH-N	BD-NP-1	250	EATON HJD65K	NONE
1	NORTH-N	SPARE	250	EATON HJD65K	NONE
1	NORTH-E	1N-ESSENTIAL SUB STATION			
1	NORTH-E	1N-ESS MAIN	3000	EATON MDS830	NONE
1	NORTH-E	ATS-LSN-1	800	EATON MDN608	NONE
1	NORTH-E	EMDP-2	1600	EATON MDN616	None
1	NORTH-E	ATS-CRN--3	1600	EATON MDN616	None
1	NORTH-E	ATS-EQN1	1600	EATON MDN616	None
1	NORTH-E	ATS-EQN2	1600	EATON MDN616	None
1	NORTH-E	ATS-CRN2	1600	EATON MDN616	None
1	NORTH-E	SPARE	1600	EATON MDN616	None
1	NORTH-E	ATS-CRN1	800	EATON MDN608	None
1		PANEL NDP1	600	SQUARE D-LC600	None
1		DISCONNECT EQL4 SPD	300	SQUARE D	None
1		EQ-3	600	SQUARE D-MG600	NONE
1		USS OR BASEMENT			

1		USS OR MAIN	1600	SQUARE D RJ1600	91832
1		PANEL NDP1	600	EATON HLC65K	NONE
1		ATS BREAKERS			
1		ATS-13-LS-1	600	EATON HLD65K	NONE
1		ATS-12-EQ-1	600	EATON HLD65K	NONE
1		ATS-14-CR-1	600	EATON HLD65K	NONE
1		ATS-11-EQ-2	600	EATON HLD65K	NONE
1		PANEL MG-5 MAIN	600	EATON L630H	NONE
1		PANEL MG-4 MAIN	600	EATON L630H	NONE
1		MAIN	1200	EATON HND65K	NONE
1		1-2D-EQL-1	600	EATON HND65K	NONE
1		BREAKERS ATS-13	600	EATON HLD65K	NONE
1		ATS-14	600	EATON HLD65K	NONE
1		ATS-12	600	EATON HLD65K	NONE
1	NORTH-N	BUSS DUCT BREAKER	?	EATON	NONE
1	NORTH-N	EQDA TO MCC-MG- 4	?	EATON	NONE
38	G027	MAIN	1600	EATON SPB100	56133
38	G027	38-MCC-B	400	EATON HKD65K	56133
38	G027	ATS 1EQ-DB	400	EATON HKD65K	56133
38	G027	ATS 1CR-DA	400	EATON HKD65K	56133
38	G027	ATS 1EQ-DA	400	EATON HKD65K	56133
38	G027	GN-LA	400	EATON HKD65K	56133
38	G026	1ESS-38 MAIN	1600	EATON MDS616	67776
38	G026	1EQDA MAIN	1600	EATON RD65K	67776
38	G026	SPARE	400	EATON HKD65K	67776

38	G026	ATS ILSDA	250	EATON HJD65K	67776
38	G026	ATS 38-MCC-A	400	EATON HKD65K	67776
38	G026	ATS 1CRDA	400	EATON HKD65K	67776
38	G026	ATS EQDA	400	EATON HKD65K	67776
38	G026	ATS-1 EQDA	400	KATOLIGHT MX100	55950
38	G026	ATS-2 1CRDA	400	KATOLIGHT MX100	55951
38	G026	ATS-3 1LSDA	400	KATOLIGHT MX100	55952
38	G026	ATS-4 1EQDB	400	KATOLIGHT MX100	55953
38	G401	38-NSS3 MAIN	3200	SQUARE D NW32H1	NONE
38	G401	SPARE	800	SQUARE D NW08H1	NONE
38	G401	ATS-CR-3	800	SQUARE D NW08H1	NONE
38	G401	SPARE	800	SQUARE D NW08H1	NONE
38	G401	SPARE	800	SQUARE D NW08H1	NONE
38	G401	4ND2	1600	SQUARE D NW16H1	NONE
38	G401	ATS-EQ-3	1600	SQUARE D NW16H1	NONE
38	G401	SPARE	1600	SQUARE D NW16H1	NONE
38	G401	38-NSS2 MAIN	3200	SQUARE D NW32H1	NONE
38	G401	FIRE PUMP ATS	800	SQUARE D NW08H1	NONE
38	G401	SPARE	800	SQUARE D NW08H1	NONE
38	G401	ATS-LS2	800	SQUARE D NW08H1	NONE
38	G401	ATS-CR2	800	SQUARE D NW08H1	NONE
38	G401	SPARE	800	SQUARE D NW08H1	NONE
38	G401	4ND1	1600	SQUARE D NW16H1	NONE
38	G401	ATS-EQ2	1600	SQUARE D NW16H1	NONE

38	G401	SPARE	1600	SQUARE D NW16H1	NONE
38	G402	38-ESS-MAIN	3200	SQUARE D NW32H1	NONE
38	G402	SPARE	800	SQUARE D NW08H1	NONE
38	G402	ATS-CR2	800	SQUARE D NW08H1	NONE
38	G402	ATS-LS2	800	SQUARE D NW08H1	NONE
38	G402	ATS-CR3	800	SQUARE D NW08H1	NONE
38	G402	SPARE	800	SQUARE D NW08H1	NONE
38	G402	SPARE	800	SQUARE D NW08H1	NONE
38	G402	ATS-EQ-3	1600	SQUARE D NW16H1NW16H1	NONE
38	G402	ATS-EQ-2	1600	SQUARE D NW16H1	NONE
38	G402	SPARE	1600	SQUARE D NW16H1	NONE
38	G402	PANEL 4LSD MAIN	400	SQUARE D DJ400	NONE
38	G402	2LSLA	250	SQUARE D LX36200	NONE
38	G402	3LSLA	250	SQUARE D LX36200	NONE
38	G402	4CRD2	600	SQUARE D DJ600	NONE
38	G402	3CRLC	400	SQUARE D LX36300	NONE
38	G402	3CRLB	250	SQUARE D DJ400	NONE
38	G402	3CLRA	250	SQUARE D DJ400	NONE
38	G402	3CRLG	250	SQUARE D DJ400	NONE
38	G402	PANEL 4CRD1			NONE
38	G402	4CRD1 MAIN	600	SQUARE D DJ600	NONE
38	G402	2CRLB	400	SQUARE D LX36300	NONE

38	G402	2CRLA	250	SQUARE D DJ400	NONE
38	G402	2CRLG	250	SQUARE D DJ400	NONE
38	G402	4EGD1 MAIN	1200	SQUARE D PJ1200	NONE
38	G402	GEQLH	250	SQUARE D LX36200	NONE
38	G402	4EQMCCC	600	SQUARE D DJ600	NONE
38	G402	1EQMCCC	600	SQUARE D DJ600	NONE
38	G402	4EQLC	400	SQUARE D DJ400	NONE
38	G402	4EQD2 MAIN	1200	SQUARE D PJ1200	NONE
38	G402	3EQLA	250	SQUARE D LX36200	NONE
38	G402	4EQMCCG	600	SQUARE D DJ600	NONE
38	G402	4EQLG	400	SQUARE D DJ400	NONE
38	G402	2EQLA	400	SQUARE D DJ400	NONE
38	G402	GNLH	400	SQUARE D DJ400	NONE
38	G402	2NLA	400	SQUARE D DJ400	NONE
38	G402	2NLB	40	SQUARE D DJ400	NONE
38	G402	2NLC	400	SQUARE D DJ400	NONE
38	G402	2NLA	400	SQUARE D DJ400	NONE
38	G402	3NLB	400	SQUARE D DJ400	NONE
38	G402	3NLC	400	SQUARE D DJ400	NONE
38	G402	3NLG	400	SQUARE D DJ400	NONE
38	G402	MCCEQMCCG	600	SQ D MICROLOGIC SERIES B	NONE
32	SUB NORMAL	32/63-NSS MAIN	1600	EATON MDS616	NONE
32	SUB Normal	SPARE	600	EATON L630H	NONE

32	SUB NORMAL	SPARE	600	EATON L630H	NONE
32	SUB NORMAL	GZ-NL-1	600	EATON L630H	NONE
32	SUB NORMAL	ATS-EQ-1	600	EATON L630H	NONE
32	SUB NORMAL	SPARE	600	EATON L630H	NONE
32	SUB NORMAL	NH1	400	EATON HKD65K	NONE
32	SUB NORMAL	PET SCAN	400	EATON HKD65K	NONE
32	SUB NORMAL	T5 TRANSFORMER	400	EATON HKD65K	NONE
32	SUB NORMAL	ATS-EQ2	400	EATON HKD65K	NONE
32	SUB ESS	32/63 MAIN	1200	EATON MDS612	NONE
32	SUB ESS	ATS-EQ2	400	EATON HKD65K	NONE
32	SUB ESS	ATS-EQ1	600	EATON L630H	NONE
32	SUB ESS	MRI MOBLE	250	EATON HJD65K	NONE
32	SUB ESS	ATS CR	400	EATON HKD65K	NONE
32		GZXEQ1 MAIN	250	EATON JD35K	NONE
32		GZXEQ1A MAIN	250	EATON JD35K	NONE
32		32 PH2-1	400	GE SRPG400A	NONE
32	32	NL2B	1000	SQUARE D	NONE
2	G-018	MAIN FROM 1S-NSS	800	EATON MES3800LSI	NONE
2	G-018	MAIN FROM 41-USS	800	EATON MES3800LSI	NONE

2	GD-018	G-NL-2	400	EATON HKD65K	NONE
2	GD-018	G-NL-1	400	EATON HKD65K	NONE
2	GD-018	MCC-MRI	400	EATON HKD65K	NONE
2	GD-018	2-NL-1	400	EATON HKD65K	
		SOLAR	800	SQUARE D NW08N	NONE
		PANEL GDP1	800	SQUARE D PG800	NONE
		GNH1	250	SQUARE D JG250	NONE
		TRAILERS BEHIND BUILDING 68	1200	? COULD NOT GET INTO PANEL	
41	SUB	41 MAIN		COULD NOT UNLOCK	NONE
41	SUB	BILD 2 MAIN	800	EATON HND65K	NONE
41	SUB	SPARE	400	EATON HKD65K	NONE
41	SUB	SPARE	400	EATON HKD65K	NONE
41	SUB	POLYTRAMA 68	600	EATON HLD65K	NONE
41	SUB	300 KVA TRANSFORMER	600	EATON HLD65K	NONE
41	SUB	T58-12-NL-314	800	EATON HND65K	NONE
41	SUB	500 KVA TRANSFORMER	800	EATON HND65K	NONE
41	SUB	MAIN 1ZNP-1	800	EATON ND50K	NONE
41	SUB	1ZNP-2	800	EATON LD 35K	NONE
1	1E1121	NERL1	250	EATON JD35K	NONE
1	1E1121	CRER1	250	EATON JD35K	NONE
1	GE-002	USSED MAIN	600	EATON HND65K	NONE
1	1E1121	ATS-LS	400	EATON ATC 600	NONE
1	GE-003	ATS-3	400	EATON HKD65K	NONE

1	GE-003	ATS-2	400	EATON HKD65K	NONE
1	GE-003	ATS-2 EQ	400	EATON ATC 600	NONE
1	GE-300	ATS-CR	400	EATON ATC 600	NONE

SPECIFIC INSTRUCTIONS TO OFFERORS REGARDING QUOTATION SUBMISSION AND BASIS FOR AWARD – COMPARATIVE EVALUATION PROCESS

In accordance with FAR 13 Simplified Acquisition Procedures, the Government will award a purchase order from this solicitation to the responsible quoter on a comparative basis whose quote conforms to the solicitation and represent the best overall value to the government. Award will be made based on the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors. The factors evaluate the contractor’s ability to perform the required duties or tasks that are identified in the Statement of Work as follow: (1) The offeror ability to perform maintenance on equipment as per SOW; (2) The offeror shall not alter or modify schedule quantities and (3) Equipment will be replaces/upgraded as needed per the customer. Offerors shall consider discounts when pricing.

This requirement is a Service Disabled Veterans Owned Small Business (SDVOSB) set-aside. In order for a quote to be eligible for award as a SDVOSB or VOSB, the quoters submitting a quote shall be certified in Veterans Information Page (VIP VetBiz) <http://www.vetbiz.gov/> prior to award. VIP VetBiz will be checked to verify the quoters SDVOSB/VOSB certification before any evaluation is conducted.

In order for a quote to be eligible for award, the quoters submitting a quote must have the 238210 Other Electrical Contractors and Other Wiring Installation Contractors. Business. (\$15 million– SBA Size Standard) and has a current registration in the System for Award Management (SAM): <https://www.sam.gov/portal/public/SAM> prior to award. SAM will be checked to verify the quoter’s status before any evaluation is conducted.

The Government may make award selection without clarifications, but may determine after evaluating the quotes submitted that clarifications are necessary and conduct them as appropriate. The Government reserves the right to make no award if no quotes meet the requirements of this solicitation.

Any award resulting from this solicitation will be made using the following comparative assessment of quoters responses based upon the following criteria:

Rating of Proposals. Go / No-Go
Go = Offeror met the established Criteria
No-Go = Offeror did not meet the established criteria

All of the evaluation factors, except price, will be evaluated on a “Go or No-Go” basis. Offeror’s proposals shall satisfy completely the Government Technical requirements, in order to be considered “Technically acceptable”, otherwise; they fail to meet. The Technical Factors will be evaluated on a "Go" or "No-Go" basis. Proposals shall meet all the established criteria as stated on the Scope of Work (SOW) on this solicitation request (RFQ) to be considered as an "Acceptable" proposal and therefore Technically Acceptable.

EVALUATION FACTORS FOR AWARD

The evaluation factors for this solicitation are Technical, Past Performance and Price.

1. TECHNICAL APPROACH AND CAPABILITIES:

Contractor should provide a narrative addressing relevant technical capabilities, to include addressing organization stability and strengths as requested. Contractor clearly understand the Government's requirements as described in the SOW and has created a valid approach to meet them.

1.1 Describe firm's knowledge, ability, expertise and approach to provide the full range of services as outlined in the statement of work. Offerors shall submit a plan demonstrating their readiness to implement services under this contract, e.g. Training certifications that qualify them to perform on this contract as stated on the SOW. Offerors shall also provide the following:

1.1.1 Contractor shall provide all certifications by the International Electrical Testing Association (NETA) or equivalent certifying organization as Certified Technicians with each having completed the Occupational Safety & Health Administration (OSHA) approved 10-hour construction safety training.

1.1.2 Offeror shall provide technical responses as described in the Statement of Work. Provide documentation describing technical capabilities to support requirements.

1.2. Availability to meet the specified timeframes for all maintenance, cleaning, inspection, testing, and or calibration of the Electric Power Distribution System and all of its component.

2. PAST PERFORMANCE FACTOR - Past performance must be relevant and recent. In order to be considered relevant and recent, all references shall be similar in nature to the solicitation requirement, and services performed within the last five (5) years preceding the submission of this offer. Contractor shall submit up to three (3) references, including company names, address, point of contact, and phone number, that demonstrate recent and relevant (projects similar in scope and magnitude both governmental and or commercial) past performance on contracts for maintenance/inspection/testing of the Electrical Power Distribution Systems. It is at the Government's discretion to determine whether past performance information furnished is or is not considered similar to the size and complexity of the present requirement.

The Government may obtain additional past performance information through the Past Performance Information Retrieval System (PPIRS), questionnaires tailored to the circumstances of the acquisition through interviews with program managers, COR, and CO's, or other sources known to the Government.

Past Performance information to be considered and evaluated includes:

- a) Timeliness: Met or exceeded the contract schedule of services.
- b) Problem Resolution: Prior customers are satisfied with the offeror's problems resolutions with regard to minimizing cost, impacting schedules, and other field associated problems.
- c) Quality of Services: The offeror's ability to comply with the contract requirements, effectiveness of its quality control system, field associated quality control problems and corrective action taken.

- d) Cooperative Manner Cooperation in achieving the customer's needs.
- e) Customer Satisfaction: Satisfaction of prior customers and end users. This includes the willingness of prior customers to do business with the offeror again if given the choice.
- f) Safety: Compliance with safety regulations and resolution of safety problems encountered.

In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance.

The Government may reject a quote if it is found that any information that has a negative impact on the vendor's past performance record has been deleted, misrepresented, or withheld.

Vendors may provide information on problems encountered on the contracts identified in their past performance submissions and any corrective actions.

A quote with Past Performance rating of "Unacceptable" an overall rating of "No Go" for this factor will not be eligible for award.

3. PRICE FACTOR - Cost of Services. Cost of services will be evaluated to determine the best value to the Government.

- i. The Government will review the price schedule for completeness and accuracy and will evaluate the reasonableness of the quoted prices. Different analytical techniques and procedures may be used, singly or in combination, to ensure that the final price is fair and reasonable.
- ii. The quote's total price for the purpose of evaluation will include all work to be completed.
- iii. Vendors are cautioned that an unrealistically low price or materially unbalanced pricing may be grounds for eliminating a quote on the basis that the vendor does not fully understand the requirement.
- iv. Completely fill in the "Unit Price" and "Amount" ("Estimated Quantity" x "Unit Price") in the solicitation Price/Cost Schedule (SF 1449).

The Government may make award selection without clarifications, but may determine after evaluating the quotes submitted that clarifications are necessary and conduct them as appropriate. The Government reserves the right to make no award if no quotes meet the requirements of this solicitation.

PROPOSAL CLOSING DATE

Proposals are due on or before Sep. 27, 2017 at 01:00 pm EST. Interested parties are instructed to submit their quotes to Contracting Officer Jose R. Sierra-Colon via email jose.sierra-colon@va.gov.

(End of Provision)

C.12 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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

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

(4) 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).

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(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 (JAN 2017) (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)).

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(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 Re-representation (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.

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- (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).

Attachment 5 – Applicable Clause Addendum – 52.212-5

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- (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 (JAN 2017) (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:

Attachment 5 – Applicable Clause Addendum – 52.212-5

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- (1) 52.222-17, Non-displacement of Qualified Workers (MAY 2014) (E.O. 13495).
- (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. Chapter 67).
- (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. Chapter 67).

Employee Class
23160 - Electrician, Maintenance

Monetary Wage-Fringe Benefits
\$19.31 - \$4.70 p/h

- (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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 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.

(iv) 52.222-17, Non-displacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

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

(vi) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

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

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

(ix) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

(x) 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.

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

(xii)(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).

Attachment 5 – Applicable Clause Addendum – 52.212-5

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(xiii) 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).

(xiv) 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).

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

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(xvii) 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)(xvii): 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.

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

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

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

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

(xxi) 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).

(xxii) 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.

(xxiii) 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 C - CONTRACT CLAUSES

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (JAN 2017)

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

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

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

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

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

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

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

therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

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

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

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

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

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

(i) *Payment.*—

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41

U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal

contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

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

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

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

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

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

and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

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

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

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

(u) Unauthorized Obligations.

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

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

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

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

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

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

(End of Clause)

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

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

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

C.2 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of Clause)

C.3 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011)

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

"Acquisition function closely associated with inherently governmental functions" means supporting or providing advice or recommendations with regard to the following activities of a Federal agency:

- (1) Planning acquisitions.
- (2) Determining what supplies or services are to be acquired by the Government, including developing statements of work.
- (3) Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.
- (4) Evaluating contract proposals.
- (5) Awarding Government contracts.

Combine Synopsis Maintenance and Testing for Electrical Power Distribution System

(6) Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services).

(7) Terminating contracts.

(8) Determining whether contract costs are reasonable, allocable, and allowable.

"Covered employee" means an individual who performs an acquisition function closely associated with inherently governmental functions and is—

(1) An employee of the contractor; or

(2) A subcontractor that is a self-employed individual treated as a covered employee of the contractor because there is no employer to whom such an individual could submit the required disclosures.

"Non-public information" means any Government or third-party information that—

(1) Is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) or otherwise protected from disclosure by statute, Executive order, or regulation; or

(2) Has not been disseminated to the general public and the Government has not yet determined whether the information can or will be made available to the public.

"Personal conflict of interest" means a situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee's ability to act impartially and in the best interest of the Government when performing under the contract. (A *de minimis* interest that would not "impair the employee's ability to act impartially and in the best interest of the Government" is not covered under this definition.)

(1) Among the sources of personal conflicts of interest are—

(i) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household;

(ii) Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and

(iii) Gifts, including travel.

(2) For example, financial interests referred to in paragraph (1) of this definition may arise from—

(i) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;

(ii) Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);

(iii) Services provided in exchange for honorariums or travel expense reimbursements;

(iv) Research funding or other forms of research support;

(v) Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);

(vi) Real estate investments;

(vii) Patents, copyrights, and other intellectual property interests; or

(viii) Business ownership and investment interests.

(b) *Requirements.* The Contractor shall—

(1) Have procedures in place to screen covered employees for potential personal conflicts of interest, by—

(i) Obtaining and maintaining from each covered employee, when the employee is initially assigned to the task under the contract, a disclosure of interests that might be affected by the task to which the employee has been assigned, as follows:

(A) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household.

(B) Other employment or financial relationships of the covered employee (including seeking or negotiating for prospective employment or business).

(C) Gifts, including travel; and

(ii) Requiring each covered employee to update the disclosure statement whenever the employee's personal or financial circumstances change in such a way that a new personal conflict of interest might occur because of the task the covered employee is performing.

(2) For each covered employee—

(i) Prevent personal conflicts of interest, including not assigning or allowing a covered employee to perform any task under the contract for which the Contractor has identified a personal conflict of interest for the employee that the Contractor or employee cannot satisfactorily prevent or mitigate in consultation with the contracting agency;

(ii) Prohibit use of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Obtain a signed non-disclosure agreement to prohibit disclosure of non-public information accessed through performance of a Government contract.

(3) Inform covered employees of their obligation—

(i) To disclose and prevent personal conflicts of interest;

(ii) Not to use non-public information accessed through performance of a Government contract for personal gain; and

(iii) To avoid even the appearance of personal conflicts of interest;

(4) Maintain effective oversight to verify compliance with personal conflict-of-interest safeguards;

(5) Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this clause; and

(6) Report to the Contracting Officer any personal conflict-of-interest violation by a covered employee as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation. Provide follow-up reports of corrective actions taken, as necessary. Personal conflict-of-interest violations include—

(i) Failure by a covered employee to disclose a personal conflict of interest;

(ii) Use by a covered employee of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Failure of a covered employee to comply with the terms of a non-disclosure agreement.

(c) Mitigation or waiver. (1) In exceptional circumstances, if the Contractor cannot satisfactorily prevent a personal conflict of interest as required by paragraph (b)(2)(i) of this clause, the Contractor may submit a request through the Contracting Officer to the Head of the Contracting Activity for—

(i) Agreement to a plan to mitigate the personal conflict of interest; or

(ii) A waiver of the requirement.

(2) The Contractor shall include in the request any proposed mitigation of the personal conflict of interest.

(3) The Contractor shall—

(i) Comply, and require compliance by the covered employee, with any conditions imposed by the Government as necessary to mitigate the personal conflict of interest; or

(ii) Remove the Contractor employee or subcontractor employee from performance of the contract or terminate the applicable subcontract.

(d) *Subcontract flowdown.* The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts—

(1) That exceed \$150,000; and

(2) In which subcontractor employees, will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual).

(End of Clause)

C.4 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION) (FEB 2015)

(a) The Contractor shall not require employees or contractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

(End of Clause)

C.5 SUPPLEMENTAL INSURANCE REQUIREMENTS

In accordance with FAR 28.307-2 and FAR 52.228-5, the following minimum coverage shall apply to this contract:

(a) Workers' compensation and employer's liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General Liability: \$500,000.00 per occurrences.

(c) Automobile liability: \$200,000.00 per person; \$500,000.00 per occurrence and \$20,000.00 property damage.

(d) The successful bidder must present to the Contracting Officer, prior to award, evidence of general liability insurance without any exclusionary clauses for asbestos that would void the general liability coverage.

(End of Clause)

C.6 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

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

(End of Clause)

C.7 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)

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

(End of Clause)

C.8 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2016)(DEVIATION)

(a) *Definition.* For the Department of Veterans Affairs, "Service-disabled veteran-owned small business concern or SDVSOB":

(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 or eligible surviving spouses (see VAAR 802.201 Surviving Spouse definition);

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

(iii) The business meets Federal small business size standards for the applicable North American Industry Classification System (NAICS) code identified in the solicitation document;

(iv) The business has been verified for ownership and control pursuant to 38 CFR 74 and is so listed in the Vendor Information Pages database, (<https://www.vip.vetbiz.gov>); and

(v) The business will comply with subcontracting limitations in 13 CFR 125.6, as applicable

(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).

(b) *General.*

(1) Offers are solicited only from verified service-disabled veteran-owned small business concerns. Offers received from concerns that are not verified service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation shall be made to a verified service-disabled veteran-owned small business concern.

(c) *Agreement.* A service-disabled veteran-owned small business concern agrees that in the performance of the contract, the concern will comply with the limitation on subcontracting requirements in 13 CFR §125.6.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if the joint venture complies with the requirements in 13 CFR 125.15, provided that any reference therein to SDVO SBC is to be construed to apply to a VA verified SDVOSB as appropriate.

(e) Any service-disabled veteran-owned small business concern (non-manufacturer) must meet the requirements in FAR 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

(End of Clause)

C.9 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

C.10 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of Florida. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

C.11 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.acquisition.gov/far/index.html>
<http://www.va.gov/oal/library/vaar/index.asp>

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997

Attachment 6 - Applicable Clauses and Addendum – 52.214-4

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52.232-40

PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS
SUBCONTRACTORS

DEC 2013

(End of Addendum to 52.212-4)

SOLICITATION PROVISIONS

E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (JAN 2017)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
 - (2) The time specified in the solicitation for receipt of offers;
 - (3) The name, address, and telephone number of the offeror;
 - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
 - (5) Terms of any express warranty;
 - (6) Price and any discount terms;
 - (7) "Remit to" address, if different than mailing address;
 - (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
 - (9) Acknowledgment of Solicitation Amendments;
 - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
 - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

Attachment 7 – Solicitation Provisions
Combined Synopsis Solicitation
Solicitation VA248-17-Q-1746

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during pre-award testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

Attachment 7 – Solicitation Provisions
Combined Synopsis Solicitation
Solicitation VA248-17-Q-1746

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>);

(ii) Quick Search (<http://quicksearch.dla.mil/>);

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by?

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Unique entity identifier.* (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) *System for Award Management.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

E.2 52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION) (FEB 2015)

(a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) *Representation.* By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of Provision)

E.3 52.204-22 ALTERNATIVE LINE ITEM PROPOSAL (JAN 2017)

(a) The Government recognizes that the line items established in this solicitation may not conform to the Offeror's practices. Failure to correct these issues can result in difficulties in acceptance of deliverables and processing payments. Therefore, the Offeror is invited to propose alternative line items for which bids, proposals, or quotes are requested in this solicitation to ensure that the resulting contract is economically and administratively advantageous to the Government and the Offeror.

(b) The Offeror may submit one or more additional proposals with alternative line items, provided that alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation. However,

acceptance of an alternative proposal is a unilateral decision made solely at the discretion of the Government. Offers that do not comply with the line items specified in this solicitation may be determined to be nonresponsive or unacceptable.

(End of Provision)

E.4 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)

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

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

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

(b) The Offeror represents that—

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

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

(End of Provision)

E.5 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed-Price contract resulting from this solicitation.

(End of Provision)

E.6 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Jose R. Sierra-Colon

Hand-Carried Address:
Department of Veterans Affairs
Network Contracting Activity 8 (NCA 8)
8875 Hidden River Pkwy
Tampa FL 33637
Mailing Address:

Department of Veterans Affairs

Network Contracting Activity 8 (NCA 8)
8875 Hidden River Pkwy
Tampa FL 33637

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

(End of Provision)

E.7 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (JUL 2016)(DEVIATION)

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

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

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

(End of Provision)

E.8 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)

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

- (1) Include the name, address, fax number, and telephone number of the protester;
- (2) Identify the solicitation and/or contract number;

- (3) Include an original signed by the protester or the protester's representative and at least one copy;
 - (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;
 - (5) Specifically request a ruling of the individual upon whom the protest is served;
 - (6) State the form of relief requested; and
 - (7) Provide all information establishing the timeliness of the protest.
- (b) Failure to comply with the above may result in dismissal of the protest without further consideration.
- (c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

E.9 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

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

(End of Provision)

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

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

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

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

E.10 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (JAN 2017)

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 (u) 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—

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(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—

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(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—

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(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.)

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(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
---------------	-------------------

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_____	_____
_____	_____
_____	_____

[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]

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(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”.

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(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
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(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

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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

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(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;

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- 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;

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(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.*

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(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.

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(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 (FAPIIS):

(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 non-responsible.

(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 (FAPIIS).

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.

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(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: _____.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of Provision)