

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO. 632-18-1-6048-0002	PAGE 1 OF
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER 36C24218Q0145	6. SOLICITATION ISSUE DATE 12-14-2017
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Andres Cepeda andres.cepeda@va.gov		b. TELEPHONE NO. (No Collect Calls) 908-647-0180 x4457	8. OFFER DUE DATE/LOCAL TIME 12-27-2017 5:00 pm
9. ISSUED BY Department of Veterans Affairs Network Contracting Office 2 James J. Peters VA Medical Center 130 West Kingsbridge Road Bronx NY 10468-3904			CODE 36C242	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 811310 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: \$7.5 Million	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	
				13b. RATING N/A	
				14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO Northport VA Medical Center 79 Middleville Road Northport NY 11768			CODE	16. ADMINISTERED BY Department of Veterans Affairs James J. Peters VA Medical Center Network Contracting Office 2 130 West Kingsbridge Road Bronx NY 10468-3904	
17a. CONTRACTOR/OFFEROR CODE			FACILITY CODE	18a. PAYMENT WILL BE MADE BY CODE 36C242	
				Tungsten Network http://www.tungsten-network.com/us/en/veterans-affairs PHONE: 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. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT
	The Department of Veterans Affairs (VA), Northport VA medical center has a requirement to provide service and maintenance for diesel generators. The contractor shall provide all necessary labor, equipment, tools, material, parts and supervision to perform service and maintenance for diesel generators. The contract will be a firm-fixed-price (FFP) type of contract with an anticipated performance period of 01 January 2018 or Date of Award, until 30 September 2018 for the base of the contract and four (4) 12 months option periods at the option of the Government. Base Year: Date of Award - 09/30/2018 Option 1: 10/01/2018 - 09/30/2019 Option 2: 10/1/2019 - 09/30/2020 Option 3: 10/01/2020 - 09/30/2021 Option 4: 10/01/2021 - 09/30/2022 Site Visit is urged and expected. Scheduled: 12/19/2017 11:00 AM EST. (Use Reverse and/or Attach Additional Sheets as Necessary)				
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <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) Lawrence Unger Contracting Officer NCO 2		31c. DATE SIGNED

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C242 Lawrence Unger

Department of Veterans Affairs

Network Contracting Office 2

James J. Peters VA Medical Center

130 West Kingsbridge Road

Bronx NY 10468-3904

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

- ☐ 52.232-33, Payment by Electronic Funds Transfer—System For Award Management, or
☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

- a. Quarterly ☐
b. Semi-Annually ☐
c. Other ☒ Monthly

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

Tungsten Network

<http://www.tungsten-network.com/us/en>

/veterans-affairs

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

AMENDMENT NO	DATE

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

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

B.1 PERFORMANCE WORK STATEMENT (PWS) (revised 12/4/2017)

Emergency Power Supply System (EPSS)

1. General Information

- 1.1. Purpose: The Department of Veterans Affairs (VA) is responsible for providing uninterrupted power during outages at multiple locations as identified herein. The VA requires semi-annual inspections, preventive maintenance, triennial load bank testing, fuel analysis, repair and battery replacement services performed on the Emergency Power Supply System (EPSS) at intervals as described in the PWS. Repair services described herein shall include specific response times based on how the need for the repair was discovered or when the failure occurred. The Contractor is solely responsible for on-site response and complete troubleshooting, including the generation of a repair quote detailing the nature/cause, required parts and labor associated with each

repair or failure. This includes the use of specialized equipment and expertise required to complete the response, troubleshooting and repair. Response and troubleshooting shall be included as part of the built-in costs associated with this service contract. Required repairs are not included as part of the built-in costs associated with this service contract. Repairs must be approved in advance by the Contracting Officer's Representative (COR).

The Contractor shall have the technology and know-how to efficiently and effectively satisfy this requirement in its entirety. The Contractor shall be able to demonstrate that it performs generator maintenance and support services including repair and testing of commercial emergency power generation equipment and systems, as a primary business activity. Validation may require a visit to the Contractor's facility by VA personnel to evaluate and to determine the true degree of activity the Contractor provides in these areas.

The Contractor shall demonstrate that it has been performing generator support services, which must include machines of similar manufacturers, models, types, and capacities as those currently in service at the Northport VAMC. The Contractor shall demonstrate that on-site and technical support staff possesses the requisite education, tools, skills, and specific experience in the support of commercial emergency power generation equipment and how it sustains operation in an industrial environment. This shall include manufacturer certifications (where applicable), factory training (where applicable), previous experience, and time in service. The Contractor's management staff shall also be able to demonstrate that it possesses the requisite skills and experience to properly manage a commercial power generation support operation in this specific geographical area.

The Contractor shall demonstrate that it has direct access to manufacturers' technical support for all brands of generation equipment currently in use at the Northport VAMC. This shall also include factory-authorized status for one or more brands currently in service at the facility.

All services specified under the terms of the agreement shall be performed by factory authorized contractors, using only factory certified technicians. The services provided shall meet or exceed minimum requirements set forth by Occupational Safety and Health Administration (OSHA), National Fire Protection Association (NFPA) 110 (levels 1 and 2), The Joint Commission (TJC), manufacturer recommendations, and as outlined in the PWS. As mandated by the TJC, electric power is identified as a mission-critical resource. Facilities must have fully operating and functional emergency generators in the event of a utility failure or catastrophic events.

1.2. Period and Place of Performance:

Ordering Period 1: Date of Award to September 30, 2018

Ordering Period 2: October 01, 2018 to September 30, 2019

Ordering Period 3: October 01, 2019 to September 30, 2020

Ordering Period 4: October 01, 2020 to September 30, 2021

Ordering Period 5: October 01, 2021 to September 30, 2022

1.3. Place of Performance:

- Northport VAMC, 79 Middleville Road, Northport, NY 11768

1.4. Hours of Operation: Perform services during normal duty hours from 7:00 a.m. to 4:30 p.m. (local time), Mondays through Fridays, excluding federal holidays, unless otherwise required in the contract or approved by the COR. There may be situations that require the contractor to work at times other than normal working hours. When the contractor's work schedule conflicts with Northport VAMC's requirement, advise the COR and reschedule the work to minimize disruption.

1.5. Recognized Holidays: The following are approved holiday periods. Under normal circumstance, the contractor is not required to perform services during Federal Holidays. Exceptions shall be made in the case of emergencies especially if patient care may be affected. The Contractor shall have an established communication system that supports 24-hour emergency services.

Holiday	Date	Month
New Year's Day	1st	January
Martin Luther King Jr.'s Birthday	3rd Monday	January
President's Day	3rd Monday	February
Memorial Day	Last Monday	May
Independence Day	4th	July
Labor Day	1st Monday	September
Columbus Day	2nd Monday	October
Veterans Day	11th	November

Thanksgiving Day	4th Thursday	November
Christmas Day	25th	December

- 1.6. Special Qualifications: The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and Municipal laws, codes, and regulations, in connection with the execution of the work. The Contractor shall maintain the following types of liability insurance:

Type of Insurance	Limits (Minimum)
Commercial General Liability – Each Occurrence	\$1,000,000
Commercial General Liability – Damages to Rented Premises – Each Occurrence	\$1,000,000
Commercial General Liability – Medical Expense (Any one person)	\$ 10,000
Commercial General Liability – Personal & Adv Injury	\$1,000,000
General Aggregate – Limit Applies Per Project	\$2,000,000
General Aggregate – Products – Comp/OP AGG	\$2,000,000
Automobile Liability – Any Auto, Non-Owned Autos – Combined Single Limit	\$2,000,000
Umbrella Liability – Each Occurrence	\$5,000,000
Umbrella Liability – Aggregate	\$5,000,000
Workers Compensation and Employers’ Liability – Per Statute – Each Accident	\$1,000,000
Workers Compensation and Employers’ Liability – Per Statute – Disease – Each Employee	\$1,000,000
Workers Compensation and Employers’ Liability – Per Statute – Disease – Policy Limit	\$1,000,000

- 1.7. Contractor Personnel: The Contractor shall be responsible for employing technically qualified personnel to perform the work specified in this PWS. The Contractor shall maintain the personnel, organization and administrative control necessary to ensure that the work delivered meets the contract specifications and requirements. Contractor personnel shall display an identification badge at all times when performing services under this contract at any Government facility. The badge shall contain a personal picture, employee’s name, and bear the Contractor's name or logo. Badges shall be worn on the outer garment or worn around the neck secured by an appropriate identification card lanyard. Personnel working on or operating power generation equipment at the Northport VAMC shall possess a factory certification.

1.7.1. Daily check-in/check-out with the COR or designee is mandatory for services performed on-site.

2. Performance Requirements:

2.1. Inspection Specification: The following items are part of the EPSS inspection program. All items will be performed as applicable under the semi-annual and the annual inspections. When performing any annual inspection or preventative maintenance on generators located at Buildings 200, 200N, 212, 92, and 203, there must be a back-up generator in place in case normal power is lost during the inspection.

2.1.1. Semi-annual Inspection:

Fuel System

1. Main tank - Check levels and record.
2. Water in system - Utilize water paste dip main tank.
3. Condition of piping and vents - Visually inspect the condition of all fuel piping and vents.
4. Condition of hoses – Visually inspect all fuel connections for tightness and assess all hoses for pliability and overall condition.

Lubrication System

1. Level – Verify that oil level is at appropriate level as indicated by dip stick located on engine.
2. Crankcase breathers - Remove, inspect and clean.

Cooling System

1. Level – Visually inspect level inside radiator.
2. Antifreeze protection level – Test protection level of coolant and document.
3. Inhibitor level – Test level of inhibitor in coolant system and document.
4. PH level test – Test the PH level of coolant system and document.

5. Radiator exterior condition – Visually inspect for deterioration of cores and contamination build-up.
6. Fan and alternator belt(s) – Visually inspect, condition and adjust as needed.
7. Water pump – Visually inspect for leaks and condition.
8. Hoses, clamps and connectors – Visually inspect condition and pliability and tighten all hose clamp when deemed necessary.
9. Jacket water heater – Verify operation of heater and thermostat.
10. Cooling System Coolant Sample (Level 1) -

Exhaust System

1. Silencer, piping, flexes connection – Visually inspect for cracks, looseness, and excessive corrosion.
2. Insulation and Fire Hazards – Visually inspect and document.
3. Hangers and supports – Visually inspect and check hardware for tightness.

Intake System

1. Air filter – Visually inspect. If air filter(s) require replacement, APS will provide a written quote detailing all costs. Replacement of filter(s) will only be completed upon the receipt of purchase order.
2. Hose, clamps, connectors – Visually inspect condition and pliability. Tighten all hose clamps.

Battery Inspection

1. Electrolyte level – Check level. Add distilled water in accordance with battery manufacturer's specifications for acceptable levels.
2. Specific gravity – Test specific gravity and document the lowest and highest reading.
3. Terminal and connections – Remove terminals and treat for corrosion, torque accordingly.
4. Cables – Visually inspect condition.

5. Load test – Perform load test utilizing battery manufacturer approved procedures/record battery age.
6. Battery charger float – Verify operation and document.
7. Battery charger equalizer – Verifies operation and document.

Prime Mover

1. Wiring Harness and Connections – Inspect all engine wiring.
2. Mounting Hardware – Check and tighten.
3. Vibration Damper – Inspect hardware and components.
4. Governor – Inspect operation and adjust as necessary.

Generator

1. Hardware – Mounts, flex plates, covers – Verify proper torque based on hardware SAE grade.
2. Leads (output, stator, fields, sensing, CT's) – Inspect insulation and connections.
3. Controller wiring and component connections – Check all wiring inside control panel and components.
4. Control panel enclosure, mounts – Visually inspect condition of control panel and mounts.
5. Stator lead – Check.

Systems Operation

1. Place Control Switch to Manual, Record time to start.
2. Unusual Noise or Vibration – Record if applicable.
3. Leaks (fuel, coolant, oil, exhaust) – Visually inspect and correct if any are due to loose connections.
4. Exhaust Capacity and Wet Stacking – Visually inspect and record.
5. Oil Pressure Gauge – Record initial.
6. Coolant Temperature Gauge - Record initial.
7. Battery charging Amp/DC meter – record.

8. Safety Shutdowns – Test and verify the operation of all shutdowns.
9. Pre-Safety Shutdowns – Test and verify the operation of all pre-safety shutdowns.
10. Remote Annunciator – Test/verify operation of all indicators, replacing indicator lamps as required.
11. AC Voltage – Record no load and loaded test. Prior to performing a loaded test the COR must be notified.
12. Amperage – Record A-PH, B-PH, and C-PH. Prior to performing a loaded test the COR must be notified.
13. Hertz – Record no load and loaded test. Prior to performing a loaded test the COR must be notified.

2.1.2. Annual Inspection:

Lubrication System* After Hours Only per Customer Schedule

1. Oil Sample – Obtain sample prior to replacing oil. Send sample to an authorized independent laboratory for analysis. Sample to include a minimum of the following requirements to determine condition of engine -- viscosity, total solids, total base number, oxidation, fuel dilution and antifreeze. Report with copy to client
2. Oil – Replace crankcase, engine oil using new oil as recommended by the OEM.
3. Filter(s) – Replace all engine mounted oil filters with new OEM or equivalent only.
4. Fan drive bearing-lubricate.

Cooling System* After Hours Only per Customer Schedule

1. Coolant Filters – Replace all engine mounted filters with new OEM or equivalent only.
2. Cooling System Coolant Sample (Level 2)- Obtain.
3. Cooling System Supplemental Coolant Additive (SCA) –Test/Add.

Exhaust System* After Hours Only per Customer Schedule

1. Excessive Back Pressure – Check engine back pressure, preferably under load and compare to OEM specs.

Generator* After Hours Only per Customer Schedule

1. Brushes, Commutator, Slip-Rings – Inspect for wear and polish as necessary.
2. Diodes, Surge Suppressor, Isolators – Inspect for proper mounting/tightness, remove grease build-up with di-electric spray.
3. Rotor, Stator, Exciter Field and Armature – Visually inspect windings, connections and hardware.
4. Bearings – Inspect for over-heating and grease as necessary.
5. Voltage Regulator, Breaker and Fuses – Inspect all mounting hardware and verify ohm readings across each pole/fuse, record accordingly.
6. Fan Drive Bearing- Lubricate.
7. Air Shutoff-Test for operational efficiency.
8. Air Starting Motor Lubricator Bowl – Clean.
9. Alternator - Inspect for functional efficiency.
10. Air Shutoff-Test for functional efficiency.
11. Air Starting Motor Lubricator Bowl-Clean
12. Alternator- Inspect for functional efficiency.
13. Belts-Inspect/Adjust/Replace as deemed necessary.
14. Crankshaft Vibration Damper-Inspect for functional efficiency.
15. Engine Air Cleaner Element (Dual element)- Clean/Replace.
16. Engine Crankcase Breather-Clean.
17. Engine Mounts-Check.
18. Engine Oil and Filter-Change.
19. Engine Protective Devices-Check.
20. Engine Valve Lash-Inspect/Adjust.
21. Element-Replace.
22. Generator Bearing.
23. Generator Set Vibration - Test/Record.
24. Hoses and Clamps - Inspect/Replace.
25. Insulation – Test.

26. Rotating Rectifier – Check.
27. Rotating Rectifier-Inspect/Test.
28. Starting Motor – Inspect.
29. Turbocharger – Inspect.
30. Varistor – Check.
31. Varistor – Inspect.
32. Water Pump – Inspect.

Fuel System * After Hours Only per Customer Schedule

1. Fuel Filter(s) – Replace all engine mounted fuel filters and/or water separator with new OEM or equivalent only.
2. Fuel Injector – Inspect / Adjust.
3. Fuel System Primary Filter (water separator).
4. Fuel System Secondary Filter – Replace.

Fuel Tank Audit and Chemical Lab Analysis

1. Perform interior video inspection of the tank.
2. Complete a field report of the fuel and covered equipment's condition, including but not limited to: emergency vents, vent tubes, fuel gauges, fill caps, drop/fill tubes, gaskets and tank monitoring equipment.
3. Notification of any non-compliance issues (photo/written documentation).
4. Check sumps and fuel lines.
5. Add an approved bacterial and fungal growth blend inhibitor for fuel quality assurance.
6. Fuel samples shall be taken at a depth equivalent to that of the pickup tube.
7. Additional samples shall be taken with the approval from the COR.

2.1.3. TRIENNIAL Load-bank Testing:

Triennial, 4-hour load bank testing is required for generators located in Buildings 200, 200N, 92, 212, 203, 215, 214, 218, 12, 210, 213, 219 and 216. Each unit will be performance-tested utilizing a portable resistive load bank. This testing shall

include increased loading at hours 1 through 4 as follows: 50% of nameplate kW for the first hour, 60% of nameplate kW for the second hour, 70% of nameplate kW for the third hour, and 80% of nameplate kW for the fourth hour. The Government will provide the Contractor with load bank equipment. The Contractor will coordinate with the Northport VAMC for the most suitable access routes for the load bank equipment. Vendor will coordinate with facilities for the most suitable access route for load bank equipment mobilization. In addition to load-bank testing, the following items must also be checked, inspected, and memorialized:

1. All load bank cables will be type W 4/O generator cables UL Listed.
2. A COR or representative will witness test and sign the test report once completed. Failure to obtain signature will result in delay of payment or possible re-testing.
3. If the unit must be shut off due to a performance issue, payment will be pro-rated based on contract price and time into test.
4. The following are the minimum accepted items to be recorded during every 15 minutes from the start of test:
 - a. Volts A - Record voltage, make minor adjustments as necessary
 - b. Volts B - Record voltage, make minor adjustments as necessary
 - c. Volts C - Record voltage, make minor adjustments as necessary
 - d. Amps A - Record
 - e. Amps B - Record
 - f. Amps C - Record
 - g. Kw - Record
 - h. Hertz – Record hertz and make minor adjustments to correct as necessary
 - i. Engine Hours – Record
 - j. DC Volts – Record
 - k. Oil Pressure – Record
 - l. Fuel Pressure – Record
 - m. Water Temp – Out
 - n. Water Temp – In
 - o. Ambient Temp

- p. Exhaust Temp
- q. Fuel Level
- r. Scav Oil Pressure
- s. Scav Air Press

2.2. Repair Services: All repairs based on discrepancies noted during inspections will be submitted to the COR or designee within 24 hours of discrepancies discovery for items that are not service affecting. Service affecting items such as those that place a unit out of service will be submitted prior to the close of business for that day. All work will be conducted in a manner that will provide minimal disruption to the employees, residents and visitors of the Northport VAMC facility.

The Contractor shall submit a quote (detailing the required parts and labor hours) to perform the repair. The Government is required to determine the quoted pricing is fair and reasonable. Repair services will be authorized via the issuance of a modification or task order on an as needed basis. (*Note: If quoted pricing is determined not fair and reasonable, repair services will be sought via a separate contract action.)

2.2.1. Non- emergency Repair Services: Non-emergency repair services are defined as repairs necessary to maintain the EPSS equipment in accordance with manufacturer's standards. From the time that authorization is issued via a modification or task order, the Contractor will have a 48-hour or less response time for all non-emergency repairs. Repairs may be conducted during or after normal business hours, applicable pre-negotiated labor rates shall apply (see SCHEDULE OF PRICE & SERVICES). The Contractor will be responsible for obtaining approval from the COR prior to accessing the worksite and coordinating any shutdown(s) to perform repairs.

2.2.2. Emergency Repair Services: Emergency repair services are defined as repairs required to maintain the operational readiness (i.e. minimum ability to sustain life safety or critical loads) of the EPSS equipment. From the time that authorization is issued via a modification or task order, the Contractor will have a 2-hour or less response time for all emergency repairs. Repairs may be conducted during or after normal business hours, applicable pre-negotiated labor rates shall apply (see SCHEDULE OF PRICE & SERVICES). The Contractor will be responsible for obtaining approval from the COR prior to accessing the worksite and coordinating any shutdown(s) to perform repairs.

- 2.2.3 Parts: The Contractor shall be responsible for purchasing all parts; however, the Contractor may be asked to provide quotes from their distributors should the Government wish to determine if the quoted pricing is fair and reasonable.

The Contractor shall have ready access to all parts, including unique and/or high mortality replacement parts. All parts supplied shall be compatible with existing equipment. All parts shall be of current manufacturer and have complete versatility with the presently installed equipment. All parts will be sold as new, be OEM, and perform identically to the original equipment specifications, unless an upgrade is required. (Rebuilt parts, used parts, or those removed from another system shall not be installed without written approval by the COR.)

It is understood that defective parts replaced during any service shall remain the property of the VA and disposal of the same will be determined by the COR.

2.3. Reports/Documentation:

- 2.3.1. Inspection reports shall be delivered to the COR, via email in PDF format within seven days after inspection completion date.

- 2.3.2. Annual testing and fuel analysis results shall be delivered to the COR, via email in PDF format within seven days after inspection completion date.

- 2.3.3. Maintenance, repair, or battery replacement services shall be documented on a formal work order provided by the VA. The Contractor shall provide the completed work order to the COR upon completion of services. Regardless of any wording to the contrary which may appear on the Contractor's standard forms, those reports will be conditionally accepted by the Government subject to later inspection for compliance with established standards of quality.

3. Deliverables

- 3.1. Annual EPSS inspection services and reporting
- 3.2. Annual fuel analysis and reporting

- 3.3. Semi-annual inspection services and reporting
- 3.4. Repair services and reporting (as required)
- 3.5. Battery replacement services and reporting (as required)
- 3.6. Triennial load bank testing services

4. Performance Standard

4.1. The Government representative shall be responsible for monitoring the Contractor's performance. Performance deficiencies or poor performance identified during the term of the contract shall be documented by the Government and reported to the Contractor. Upon notification of deficiencies or poor performance, the Contractor shall be given a reasonable time to take corrective action. If determined appropriate, the Contracting Officer, Government representative and/or other VA staff members shall meet with representatives of the Contractor to review performance and resolve issues. All deficiencies or poor performance shall be documented and MUST be corrected within the timeframe specified by the Government. The

Contractor shall notify the Contracting Officer and the Government representative when correction(s) have been made. If the appropriate correction is not made within the timeframe specified, the Government shall have the right to terminate the contract in its entirety. Nothing in this section is intended to modify or waive the government's rights outlined in FAR 52.212-4.

4.2. Performance Standard Requirements Summary Matrix

Factor No.	Performance Indicators	Performance Standards	Acceptable Quality Level (AQL)	Method of Surveillance	Incentive (Positive &/or Negative) (Impact on Contractor Payments)
1	Quality of Service - Inspections, Testing, Repairs, Battery Replacement (reference PWS, para 1.1)	Services shall meet or exceed OSHA, NFPA, TJC, PWS	100% per occurrence	Observation performed by COR as services are provided.	Positive: Acceptable performance rating in Contractor Performance Assessment Reporting System (CPARS) Negative: Deduct up to % of service not accomplished, re-

2	Timeliness of Service – Initial response times (reference PWS, para 2.2.1 & 2.2.2)	Contractor's response time shall meet or exceed time limits.	100% of service requests.	Observation by COR.	Positive: Acceptable rating in CPARS Negative: May result in
3	Timeliness of Service – Repair & replacement of failed parts (reference PWS, para 2.2, Table 1)	Duration of repair(s) shall not interfere/disrupt patient care	100% of service requests.	Observation by COR.	Positive: Acceptable rating in CPARS Negative: May result in
4	Timeliness of Service – Invoicing (see Section B.1 Contract	Contractor shall submit a properly prepared invoice in accordance with invoicing instructions	100% during contract duration	Certification of invoice(s) for payment by the COR	Positive: Acceptable rating in CPARS Negative: May result in

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 Attachment 1 - Equipment List.

NORTHPORT GENERATOR INVENTORY LIST								
EIL#	LOCATION	BUILDING SERVED	MAKE	MODEL	S/N of Motor	GENERATOR TYPE	FUEL TANK CAPACITY (IN GALLONS)	Critical/Non-critical
643	200	MAIN HOSPITAL-200	GM	12-645-EI	68-E1-1121 GM	KATO AC	8,000	Critical
5532	200N	CLINICAL ADDITION-200N	CUMMINS	KTA19-G3	37149163	CUMMINS	8,000	Critical
1862	92	92	CATERPILLAR	3406	1DZ03716	CATERPILLAR	1,000	Critical
1859	212	7,8,9	DETROIT	71237305	12VAC56359	MARATHON	1,000	Critical
1852	203	BOILER PLANT-203	DETROIT	71237305	12VA058707	STEWART & STEVENSON	2,500	Critical
1856	215	64,65	DETROIT	70837305	8VA37759	MARATHON	1,000	Critical
1857	214	63	DETROIT	70837305	8VA381974	MARATHON	1,000	Critical
1860	218	11	CUMMINS	502FDR8052GG-F000W	SC3278466	MARATHON	1,000	Critical
32917	12	12	CATERPILLAR	C9	S9L00446	CATERPILLAR	300	Critical
1853	210	STP-210	CUMMINS	M06C10285701	46579261	CUMMINS	1,000	Critical
1858	213	61	DETROIT	71237305	12VA058707	MARATHON	1,000	Critical
3324	219	62	MITSUBISHI	S6A2-PTA	20706	RUDOX	1,000	Critical
1855	216	89	DETROIT	70837305	8VA378724	MARATHON	1,000	Critical

B.3 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	PREVENTIVE MAINTENANCE SERVICE AGREEMENT TO INCLUDE SEMI-ANNUAL, ANNUAL INSPECTION, TRIENNIAL FOUR (4) HOURS LOAD BANK FOR DIESEL GENERATORS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, EQUIPMENT, TOOLS, MATERIAL, PARTS AND SUPERVISION TO PERFORM MAINTENANCE AND SERVICE FOR GENERATOR DIESEL UNIT FEEDING BUILDING MAKE: GM MODEL 12- 645-EI SN: 68-E1-1121GM GENERATOR TYPE: KATO AC FUEL TANK CAPACITY: 8,000 GALLONS, SIZE: 1000kW. Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018				
0001AA	SEMI-ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018	1.00	JB		
0001AB	ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018	1.00	JB		
0001AC	TRIENNIAL FOUR (4) HOURS LOAD BANK TESTING Contract Period: Base POP Begin: 01-01-2018	1.00	JB		

POP End: 09-30-2018

0002	PREVENTIVE MAINTENANCE SERVICE AGREEMENT TO INCLUDE SEMI-ANNUAL, ANNUAL INSPECTION, TRIENNIAL FOUR (4) HOURS LOAD BANK TESTING FOR DIESEL GENERATORS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, EQUIPMENT, TOOLS, MATERIAL, PARTS AND SUPERVISION TO PERFORM MAINTENANCE AND SERVICE FOR GENERATOR DIESEL UNIT FEEDING BUILDING CLINICAL ADDITION- 200N MAKE: CUMMINS MODEL: KTA19-G3 SN: 37149163 GENERATOR TYPE: CUMMINS FUEL TANK CAPACITY: 8,000 GALLONS SIZE: 360kW. Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018					
0002AA	SEMI-ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018	1.00	JB			
0002AB	ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018	1.00	JB			
0002AC	TRIENNIAL FOUR (4) HOURS LOAD BANK TESTING Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018	1.00	JB			

0003	<p>PREVENTIVE MAINTENANCE SERVICE AGREEMENT TO INCLUDE SEMI-ANNUAL, ANNUAL INSPECTION, TRIENNIAL FOUR (4) HOURS LOAD BANK TESTING FOR DIESEL GENERATORS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, EQUIPMENT, TOOLS, MATERIAL, PARTS AND SUPERVISION TO PERFORM MAINTENANCE AND SERVICE FOR GENERATOR DIESEL UNIT ADJACENT TO BUILDING 92 WHICH FEEDS BUILDING 92 MAKE: CATERPILLAR MODEL: 3406 SN: 1DZ03716 GENERATOR TYPE: CATERPILLAR FUEL TANK CAPACITY: 1,000 GALLONS SIZE: 350kW. Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018</p>	1.00	JB		
0003AA	<p>SEMI-ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018</p>	1.00	JB		
0003AB	<p>ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018</p>	1.00	JB		
0003AC	<p>TRIENNIAL FOUR (4) HOURS LOAD BANK TESTING Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018</p>	1.00	JB		

0004	<p>PREVENTIVE MAINTENANCE SERVICE AGREEMENT TO INCLUDE SEMI-ANNUAL, ANNUAL INSPECTION, TRIENNIAL FOUR (4) HOURS LOAD BANK TESTING FOR DIESEL GENERATORS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, EQUIPMENT, TOOLS, MATERIAL, PARTS AND SUPERVISION TO PERFORM MAINTENANCE AND SERVICE FOR GENERATOR DIESEL UNIT ADJACENT TO/FEEDING BUILDING 7, 8, 9 MAKE: DETROIT MODEL: 71237305 SN: 12VAC56359 GENERATOR TYPE: MARATHON FUEL TANK CAPACITY: 1,000 GALLONS SIZE: 300kW. Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018</p>					
0004AA	<p>SEMI-ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018</p>	1.00	JB			
0004AB	<p>ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018</p>	1.00	JB			
0004AC	<p>TRIENNIAL FOUR (4) HOURS LOAD BANK TESTING Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018</p>	1.00	JB			
0005	<p>PREVENTIVE MAINTENANCE SERVICE</p>					

	<p> AGREEMENT TO INCLUDE SEMI-ANNUAL, ANNUAL INSPECTION, TRIENNIAL FOUR (4) HOURS LOAD BANK TESTING FOR DIESEL GENERATORS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, EQUIPMENT, TOOLS, MATERIAL, PARTS AND SUPERVISION TO PERFORM MAINTENANCE AND SERVICE FOR GENERATOR DIESEL UNIT ADJACENT TO/FEEDING BUILDING 64, 65 MAKE: DETROIT MODEL: 70837305 SN: 8VA37759 GENERATOR TYPE: MARATHON FUEL TANK CAPACITY: 1,000 GALLONS SIZE: 250kW. Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018 </p>				
0005AA	<p> SEMI-ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018 </p>	1.00	JB	_____	_____
0005AB	<p> ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018 </p>	1.00	JB	_____	_____
0005AC	<p> TRIENNIAL FOUR (4) HOURS LOAD BANK TESTING Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018 </p>	1.00	JB	_____	_____
0006	<p> PREVENTIVE MAINTENANCE SERVICE AGREEMENT TO INCLUDE SEMI-ANNUAL, </p>				_____

	ANNUAL INSPECTION, TRIENNIAL FOUR (4) HOURS LOAD BANK TESTING FOR DIESEL GENERATORS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, EQUIPMENT, TOOLS, MATERIAL, PARTS AND SUPERVISION TO PERFORM MAINTENANCE AND SERVICE FOR GENERATOR DIESEL UNIT ADJACENT TO/FEEDING BUILDING 63 MAKE: DETROIT MODEL: 70837305 SN: 8VA381974 GENERATOR TYPE: MARATHON FUEL TANK CAPACITY: 1,000 GALLONS SIZE: 250kW. Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018				
0006AA	SEMI-ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018	1.00	JB		
0006AB	ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018	1.00	JB		
0006AC	TRIENNIAL FOUR (4) HOURS LOAD BANK TESTING Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018	1.00	JB		
0007	PREVENTIVE MAINTENANCE SERVICE AGREEMENT TO INCLUDE SEMI-ANNUAL, ANNUAL INSPECTION, TRIENNIAL FOUR (4)				

HOURS LOAD BANK
 TESTING FOR DIESEL
 GENERATORS. THE
 CONTRACTOR SHALL
 PROVIDE ALL
 NECESSARY LABOR,
 EQUIPMENT, TOOLS,
 MATERIAL, PARTS AND
 SUPERVISION TO
 PERFORM MAINTENANCE
 AND SERVICE FOR
 GENERATOR DIESEL
 UNIT FEEDING BOILER
 PLANT-203 MAKE:
 DETROIT MODEL:
 71237305 SN: 12VA058707
 GENERATOR TYPE:
 STEWART & STEVENSON
 FUEL TANK CAPACITY:
 2,500 GALLONS SIZE:
 250kW.
 Contract Period: Base
 POP Begin: 01-01-2018
 POP End: 09-30-2018

0007AA	SEMI-ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018	1.00	JB	_____	_____
0007AB	ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018	1.00	JB	_____	_____
0007AC	TRIENNIAL FOUR (4) HOURS LOAD BANK TESTING Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018	1.00	JB	_____	_____
0008	PREVENTIVE MAINTENANCE SERVICE AGREEMENT TO INCLUDE SEMI-ANNUAL, ANNUAL INSPECTION, TRIENNIAL FOUR (4) HOURS LOAD BANK				_____

	<p>TESTING FOR DIESEL GENERATORS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, EQUIPMENT, TOOLS, MATERIAL, PARTS AND SUPERVISION TO PERFORM MAINTENANCE AND SERVICE FOR GENERATOR DIESEL UNIT ADJACENT TO/FEEDING BUILDING 11 MAKE: CUMMINS MODEL: 502FDR8052GG-F000W SN: SC3278466 GENERATOR TYPE: MARATHON FUEL TANK CAPACITY: 1,000 GALLONS SIZE: 350kW. Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018</p>				
0008AA	<p>SEMI-ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018</p>	1.00	JB		
0008AB	<p>ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018</p>	1.00	JB		
0008AC	<p>TRIENNIAL FOUR (4) HOURS LOAD BANK TESTING Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018</p>	1.00	JB		
0009	<p>PREVENTIVE MAINTENANCE SERVICE AGREEMENT TO INCLUDE SEMI-ANNUAL, ANNUAL INSPECTION, TRIENNIAL FOUR (4) HOURS LOAD BANK TESTING FOR DIESEL</p>				

	<p>GENERATORS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, EQUIPMENT, TOOLS, MATERIAL, PARTS AND SUPERVISION TO PERFORM MAINTENANCE AND SERVICE FOR GENERATOR DIESEL UNIT ADJACENT TO/FEEDING BUILDING 12 MAKE: CATERPILLAR MODEL: C9 SN: S9L00446 GENERATOR TYPE: CATERPILLAR FUEL TANK CAPACITY: 300 GALLONS SIZE: 375kW. Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018</p>				
0009AA	<p>SEMI-ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018</p>	1.00	JB		
0009AB	<p>ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018</p>	1.00	JB		
0009AC	<p>TRIENNIAL FOUR (4) HOURS LOAD BANK TESTING Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018</p>	1.00	JB		
0010	<p>PREVENTIVE MAINTENANCE SERVICE AGREEMENT TO INCLUDE SEMI-ANNUAL, ANNUAL INSPECTION, TRIENNIAL FOUR (4) HOURS LOAD BANK TESTING FOR DIESEL GENERATORS. THE CONTRACTOR SHALL</p>				

	PROVIDE ALL NECESSARY LABOR, EQUIPMENT, TOOLS, MATERIAL, PARTS AND SUPERVISION TO PERFORM MAINTENANCE AND SERVICE FOR GENERATOR DIESEL UNIT ADJACENT TO/FEEDING BUILDING STP-210 MAKE: CUMMINS MODEL: M06C10285701 SN: 46579261 GENERATOR TYPE: CUMMINS FUEL TANK CAPACITY: 1,000 GALLONS SIZE: 250kW. Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018				
0010AA	SEMI-ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018	1.00	JB		
0010AB	ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018	1.00	JB		
0010AC	TRIENNIAL FOUR (4) HOURS LOAD BANK TESTING Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018	1.00	JB		
0011	PREVENTIVE MAINTENANCE SERVICE AGREEMENT TO INCLUDE SEMI-ANNUAL, ANNUAL INSPECTION, TRIENNIAL FOUR (4) HOURS LOAD BANK TESTING FOR DIESEL GENERATORS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR,				

	EQUIPMENT, TOOLS, MATERIAL, PARTS AND SUPERVISION TO PERFORM MAINTENANCE AND SERVICE FOR GENERATOR DIESEL UNIT ADJACENT TO/FEEDING BUILDING 61 MAKE: DETROIT MODEL: 71237305 SN: 12VA058707 GENERATOR TYPE: MARATHON FUEL TANK CAPACITY: 1,000 GALLONS SIZE: 300kW. Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018				
0011AA	SEMI-ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018	1.00	JB		
0011AB	ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018	1.00	JB		
0011AC	TRIENNIAL FOUR (4) HOURS LOAD BANK TESTING Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018	1.00	JB		
0012	PREVENTIVE MAINTENANCE SERVICE AGREEMENT TO INCLUDE SEMI-ANNUAL, ANNUAL INSPECTION, TRIENNIAL FOUR (4) HOURS LOAD BANK TESTING FOR DIESEL GENERATORS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, EQUIPMENT, TOOLS, MATERIAL, PARTS AND				

	<p>SUPERVISION TO PERFORM MAINTENANCE AND SERVICE FOR GENERATOR DIESEL UNIT ADJACENT TO/FEEDING BUILDING 62 MAKE: MITSUBISHI MODEL: S6A2-PTA SN: 20706 GENERATOR TYPE: RUDOX FUEL TANK CAPACITY: 1,000 GALLONS SIZE: 310kW. Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018</p>				
0012AA	<p>SEMI-ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018</p>	1.00	JB		
0012AB	<p>ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018</p>	1.00	JB		
0012AC	<p>TRIENNIAL FOUR (4) HOURS LOAD BANK TESTING Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018</p>	1.00	JB		
0013	<p>PREVENTIVE MAINTENANCE SERVICE AGREEMENT TO INCLUDE SEMI-ANNUAL, ANNUAL INSPECTION, TRIENNIAL FOUR (4) HOURS LOAD BANK TESTING FOR DIESEL GENERATORS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, EQUIPMENT, TOOLS, MATERIAL, PARTS AND SUPERVISION TO PERFORM MAINTENANCE</p>				

	AND SERVICE FOR GENERATOR DIESEL UNIT ADJACENT TO/FEEDING BUILDING 89 MAKE: DETROIT MODEL: 70837305 SN: 8VA378724 GENERATOR TYPE: MARATHON FUEL TANK CAPACITY: 1,000 GALLONS SIZE: 250kW. Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018				
0013AA	SEMI-ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018	1.00	JB		
0013AB	ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018	1.00	JB		
0013AC	TRIENNIAL FOUR (4) HOURS LOAD BANK TESTING Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018	1.00	JB		
0014	LABOR RATE - AFTER HOURS Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018	20.00	HR		
0015	FUEL ANALYSIS TESTING & REPORTING Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018				
0015AA	UNDERGROUND STORAGE TANK (UST) 8,000 GALLONS (DIESEL) SERVING GENERATOR LOCATED AT B-200 (MEDICAL CENTER)	1.00	EA		

Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018					
0015AB	UST 8,000 GALLONS (DIESEL) SERVING GENERATOR LOCATED AT B-200N (CLINICAL ADDITION) Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018	1.00	EA	_____	_____
0015AC	ABOVEGROUND STORAGE TANK (AST) 1,000 GALLONS (DIESEL) SERVING GENERATOR LOCATED AT B-92 (CLC 1 & CLC 2) Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018	1.00	EA	_____	_____
0015AD	UST 1,000 GALLONS (DIESEL) SERVING GENERATOR LOCATED AT B-212 Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018	1.00	EA	_____	_____
0015AE	UST 8,000 GALLONS (DIESEL) SERVING GENERATOR LOCATED AT B-203 (BOILER PLANT) Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018	1.00	EA	_____	_____
0015AF	UST 1,000 GALLONS (DIESEL) SERVING GENERATOR LOCATED AT B-215 Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018	1.00	EA	_____	_____
0015AG	AST 1,000 GALLONS (DIESEL) SERVING GENERATOR LOCATED AT B-214 Contract Period: Base POP Begin: 01-01-2018	1.00	EA	_____	_____

POP End: 09-30-2018					
0015AH	AST 1,000 GALLONS (DIESEL) SERVING GENERATOR LOCATED AT B-218 Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018	1.00	EA	_____	_____
0015AJ	AST 300 GALLONS (DIESEL) SERVING GENERATOR LOCATED AT B-12 Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018	1.00	EA	_____	_____
0015AK	UNDERGROUND STORAGE TANK (UST) 1,000 GALLONS (DIESEL) SERVING GENERATOR LOCATED AT B-210 (SEWAGE TREATMENT PLANT) Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018	1.00	EA	_____	_____
0015AL	UST 1,000 GALLONS (DIESEL) SERVING GENERATOR LOCATED AT B-213 Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018	1.00	EA	_____	_____
0015AM	UST 1,000 GALLONS (DIESEL) SERVING GENERATOR LOCATED AT B-219 Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018	1.00	EA	_____	_____
0015AN	UST 1,000 GALLONS (DIESEL) SERVING GENERATOR LOCATED AT B-216 Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018	1.00	EA	_____	_____

0016	PARTS Contract Period: Base POP Begin: 01-01-2018 POP End: 09-30-2018	1.00	LT		
1001	PREVENTIVE MAINTENANCE SERVICE AGREEMENT TO INCLUDE SEMI-ANNUAL, ANNUAL INSPECTION, BATTERY REPLACEMENT FOR DIESEL GENERATORS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, EQUIPMENT, TOOLS, MATERIAL, PARTS AND SUPERVISION TO PERFORM MAINTENANCE AND SERVICE FOR GENERATOR DIESEL UNIT FEEDING BUILDING MAKE: GM MODEL 12- 645-EI SN: 68-E1-1121GM GENERATOR TYPE: KATO AC FUEL TANK CAPACITY: 8,000 GALLONS. Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019				
1001AA	SEMI-ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019	1.00	JB		
1001AB	ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019	1.00	JB		
1001AC	BATTERY REPLACEMENT Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019	1.00	JB		
1002	PREVENTIVE				

MAINTENANCE SERVICE
 AGREEMENT TO
 INCLUDE SEMI-ANNUAL,
 ANNUAL INSPECTION,
 BATTERY REPLACEMENT
 FOR DIESEL
 GENERATORS. THE
 CONTRACTOR SHALL
 PROVIDE ALL
 NECESSARY LABOR,
 EQUIPMENT, TOOLS,
 MATERIAL, PARTS AND
 SUPERVISION TO
 PERFORM MAINTENANCE
 AND SERVICE FOR
 GENERATOR DIESEL
 UNIT FEEDING BUILDING
 CLINICAL ADDITION-
 200N MAKE: CUMMINS
 MODEL: KTA19-G3 SN:
 37149163 GENERATOR
 TYPE: CUMMINS FUEL
 TANK CAPACITY: 8,000
 GALLONS
 Contract Period: Option 1
 POP Begin: 10-01-2018
 POP End: 09-30-2019

1002AA	SEMI-ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019	1.00	JB	_____	_____
1002AB	ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019	1.00	JB	_____	_____
1002AC	BATTERY REPLACEMENT Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019	1.00	JB	_____	_____
1003	PREVENTIVE MAINTENANCE SERVICE AGREEMENT TO INCLUDE SEMI-ANNUAL, ANNUAL INSPECTION, BATTERY REPLACEMENT				_____

	<p>FOR DIESEL GENERATORS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, EQUIPMENT, TOOLS, MATERIAL, PARTS AND SUPERVISION TO PERFORM MAINTENANCE AND SERVICE FOR GENERATOR DIESEL UNIT ADJACENT TO BUILDING 92 WHICH FEEDS BUILDING 92 MAKE: CATERPILLAR MODEL: 3406 SN: 1DZ03716 GENERATOR TYPE: CATERPILLAR FUEL TANK CAPACITY: 1,000 GALLONS Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019</p>				
1003AA	<p>SEMI-ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019</p>	1.00	JB		
1003AB	<p>ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019</p>	1.00	JB		
1003AC	<p>BATTERY REPLACEMENT Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019</p>	1.00	JB		
1004	<p>PREVENTIVE MAINTENANCE SERVICE AGREEMENT TO INCLUDE SEMI-ANNUAL, ANNUAL INSPECTION, BATTERY REPLACEMENT FOR DIESEL GENERATORS. THE CONTRACTOR SHALL PROVIDE ALL</p>				

	NECESSARY LABOR, EQUIPMENT, TOOLS, MATERIAL, PARTS AND SUPERVISION TO PERFORM MAINTENANCE AND SERVICE FOR GENERATOR DIESEL UNIT ADJACENT TO/FEEDING BUILDING 7, 8, 9 MAKE: DETROIT MODEL: 71237305 SN: 12VAC56359 GENERATOR TYPE: MARATHON FUEL TANK CAPACITY: 1,000 GALLONS Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019				
1004AA	SEMI-ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019	1.00	JB		
1004AB	ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019	1.00	JB		
1004AC	BATTERY REPLACEMENT Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019	1.00	JB		
1005	PREVENTIVE MAINTENANCE SERVICE AGREEMENT TO INCLUDE SEMI-ANNUAL, ANNUAL INSPECTION, BATTERY REPLACEMENT FOR DIESEL GENERATORS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, EQUIPMENT, TOOLS, MATERIAL, PARTS AND SUPERVISION TO PERFORM MAINTENANCE				

	AND SERVICE FOR GENERATOR DIESEL UNIT ADJACENT TO/FEEDING BUILDING 64, 65 MAKE: DETROIT MODEL: 70837305 SN: 8VA37759 GENERATOR TYPE: MARATHON FUEL TANK CAPACITY: 1,000 GALLONS Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019				
1005AA	SEMI-ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019	1.00	JB		
1005AB	ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019	1.00	JB		
1005AC	BATTERY REPLACEMENT Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019	1.00	JB		
1006	PREVENTIVE MAINTENANCE SERVICE AGREEMENT TO INCLUDE SEMI-ANNUAL, ANNUAL INSPECTION, BATTERY REPLACEMENT FOR DIESEL GENERATORS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, EQUIPMENT, TOOLS, MATERIAL, PARTS AND SUPERVISION TO PERFORM MAINTENANCE AND SERVICE FOR GENERATOR DIESEL UNIT ADJACENT TO/FEEDING BUILDING 63 MAKE: DETROIT MODEL:				

	70837305 SN: 8VA381974 GENERATOR TYPE: MARATHON FUEL TANK CAPACITY: 1,000 GALLONS Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019				
1006AA	SEMI-ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019	1.00	JB	_____	_____
1006AB	ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019	1.00	JB	_____	_____
1006AC	BATTERY REPLACEMENT Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019	1.00	JB	_____	_____
1007	PREVENTIVE MAINTENANCE SERVICE AGREEMENT TO INCLUDE SEMI-ANNUAL, ANNUAL INSPECTION, BATTERY REPLACEMENT FOR DIESEL GENERATORS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, EQUIPMENT, TOOLS, MATERIAL, PARTS AND SUPERVISION TO PERFORM MAINTENANCE AND SERVICE FOR GENERATOR DIESEL UNIT FEEDING BOILER PLANT-203 MAKE: DETROIT MODEL: 71237305 SN: 12VA058707 GENERATOR TYPE: STEWART & STEVENSON FUEL TANK CAPACITY: 2,500 GALLONS			_____	

	Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019				
1007AA	SEMI-ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019	1.00	JB	_____	_____
1007AB	ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019	1.00	JB	_____	_____
1007AC	BATTERY REPLACEMENT Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019	1.00	JB	_____	_____
1008	PREVENTIVE MAINTENANCE SERVICE AGREEMENT TO INCLUDE SEMI-ANNUAL, ANNUAL INSPECTION, BATTERY REPLACEMENT FOR DIESEL GENERATORS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, EQUIPMENT, TOOLS, MATERIAL, PARTS AND SUPERVISION TO PERFORM MAINTENANCE AND SERVICE FOR GENERATOR DIESEL UNIT ADJACENT TO/FEEDING BUILDING 11 MAKE: CUMMINS MODEL: 502FDR8052GG- F000W SN: SC3278466 GENERATOR TYPE: MARATHON FUEL TANK CAPACITY: 1,000 GALLONS Contract Period: Option 1			_____	

	POP Begin: 10-01-2018 POP End: 09-30-2019				
1008AA	SEMI-ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019	1.00	JB	_____	_____
1008AB	ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019	1.00	JB	_____	_____
1008AC	BATTERY REPLACEMENT Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019	1.00	JB	_____	_____
1009	PREVENTIVE MAINTENANCE SERVICE AGREEMENT TO INCLUDE SEMI-ANNUAL, ANNUAL INSPECTION, BATTERY REPLACEMENT FOR DIESEL GENERATORS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, EQUIPMENT, TOOLS, MATERIAL, PARTS AND SUPERVISION TO PERFORM MAINTENANCE AND SERVICE FOR GENERATOR DIESEL UNIT ADJACENT TO/FEEDING BUILDING 12 MAKE: CATERPILLAR MODEL: C9 SN: S9L00446 GENERATOR TYPE: CATERPILLAR FUEL TANK CAPACITY: 300 GALLONS Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019				_____
1009AA	SEMI-ANNUAL INSPECTION/PREVENTIVE	1.00	JB	_____	_____

	MAINTENANCE Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019				
1009AB	ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019	1.00	JB		
1009AC	BATTERY REPLACEMENT Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019	1.00	JB		
1010	PREVENTIVE MAINTENANCE SERVICE AGREEMENT TO INCLUDE SEMI-ANNUAL, ANNUAL INSPECTION, BATTERY REPLACEMENT FOR DIESEL GENERATORS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, EQUIPMENT, TOOLS, MATERIAL, PARTS AND SUPERVISION TO PERFORM MAINTENANCE AND SERVICE FOR GENERATOR DIESEL UNIT ADJACENT TO/FEEDING BUILDING STP-210 MAKE: CUMMINS MODEL: M06C10285701 SN: 46579261 GENERATOR TYPE: CUMMINS FUEL TANK CAPACITY: 1,000 GALLONS Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019				
1010AA	SEMI-ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019	1.00	JB		

1010AB	ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019	1.00	JB	_____	_____
1010AC	BATTERY REPLACEMENT Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019	1.00	JB	_____	_____
1011	PREVENTIVE MAINTENANCE SERVICE AGREEMENT TO INCLUDE SEMI-ANNUAL, ANNUAL INSPECTION, BATTERY REPLACEMENT FOR DIESEL GENERATORS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, EQUIPMENT, TOOLS, MATERIAL, PARTS AND SUPERVISION TO PERFORM MAINTENANCE AND SERVICE FOR GENERATOR DIESEL UNIT ADJACENT TO/FEEDING BUILDING 61 MAKE: DETROIT MODEL: 71237305 SN: 12VA058707 GENERATOR TYPE: MARATHON FUEL TANK CAPACITY: 1,000 GALLONS Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019				_____
1011AA	SEMI-ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019	1.00	JB	_____	_____
1011AB	ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 1 POP Begin: 10-01-2018	1.00	JB	_____	_____

POP End: 09-30-2019

1011AC	BATTERY REPLACEMENT Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019	1.00	JB	_____	_____
1012	PREVENTIVE MAINTENANCE SERVICE AGREEMENT TO INCLUDE SEMI-ANNUAL, ANNUAL INSPECTION, BATTERY REPLACEMENT FOR DIESEL GENERATORS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, EQUIPMENT, TOOLS, MATERIAL, PARTS AND SUPERVISION TO PERFORM MAINTENANCE AND SERVICE FOR GENERATOR DIESEL UNIT ADJACENT TO/FEEDING BUILDING 62 MAKE: MITSUBISHI MODEL: S6A2-PTA SN: 20706 GENERATOR TYPE: RUDOX FUEL TANK CAPACITY: 1,000 GALLONS Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019				_____
1012AA	SEMI-ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019	1.00	JB	_____	_____
1012AB	ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019	1.00	JB	_____	_____
1012AC	BATTERY REPLACEMENT Contract Period: Option 1 POP Begin: 10-01-2018	1.00	JB	_____	_____

POP End: 09-30-2019

1013	PREVENTIVE MAINTENANCE SERVICE AGREEMENT TO INCLUDE SEMI-ANNUAL, ANNUAL INSPECTION, BATTERY REPLACEMENT FOR DIESEL GENERATORS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, EQUIPMENT, TOOLS, MATERIAL, PARTS AND SUPERVISION TO PERFORM MAINTENANCE AND SERVICE FOR GENERATOR DIESEL UNIT ADJACENT TO/FEEDING BUILDING 89 MAKE: DETROIT MODEL: 70837305 SN: 8VA378724 GENERATOR TYPE: MARATHON FUEL TANK CAPACITY: 1,000 GALLONS Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019					
1013AA	SEMI-ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019	1.00	JB			
1013AB	ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019	1.00	JB			
1013AC	BATTERY REPLACEMENT Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019	1.00	JB			
1014	LABOR RATE - AFTER HOURS Contract Period: Option 1	20.00	HR			

	POP Begin: 10-01-2018 POP End: 09-30-2019				
1015	FUEL ANALYSIS TESTING & REPORTING Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019				
1015AA	UNDERGROUND STORAGE TANK (UST) 8,000 GALLONS (DIESEL) SERVING GENERATOR LOCATED AT B-200 (MEDICAL CENTER) Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019	1.00	EA		
1015AB	UST 8,000 GALLONS (DIESEL) SERVING GENERATOR LOCATED AT B-200N (CLINICAL ADDITION) Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019	1.00	EA		
1015AC	ABOVEGROUND STORAGE TANK (AST) 1,000 GALLONS (DIESEL) SERVING GENERATOR LOCATED AT B-92 (CLC 1 & CLC 2) Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019	1.00	EA		
1015AD	UST 1,000 GALLONS (DIESEL) SERVING GENERATOR LOCATED AT B-212 Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019	1.00	EA		
1015AE	UST 8,000 GALLONS (DIESEL) SERVING GENERATOR LOCATED AT B-203 (BOILER PLANT) Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019	1.00	EA		

1015AF	UST 1,000 GALLONS (DIESEL) SERVING GENERATOR LOCATED AT B-215 Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019	1.00	EA	_____	_____
1015AG	AST 1,000 GALLONS (DIESEL) SERVING GENERATOR LOCATED AT B-214 Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019	1.00	EA	_____	_____
1015AH	AST 1,000 GALLONS (DIESEL) SERVING GENERATOR LOCATED AT B-218 Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019	1.00	EA	_____	_____
1015AJ	AST 300 GALLONS (DIESEL) SERVING GENERATOR LOCATED AT B-12 Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019	1.00	EA	_____	_____
1015AK	UNDERGROUND STORAGE TANK (UST) 1,000 GALLONS (DIESEL) SERVING GENERATOR LOCATED AT B-210 (SEWAGE TREATMENT PLANT) Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019	1.00	EA	_____	_____
1015AL	UST 1,000 GALLONS (DIESEL) SERVING GENERATOR LOCATED AT B-213 Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019	1.00	EA	_____	_____
1015AM	UST 1,000 GALLONS	1.00	EA	_____	_____

	(DIESEL) SERVING GENERATOR LOCATED AT B-219 Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019				
1015AN	UST 1,000 GALLONS (DIESEL) SERVING GENERATOR LOCATED AT B-216 Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019	1.00	EA	_____	_____
1016	PARTS Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019	1.00	LT	_____	_____
2001	PREVENTIVE MAINTENANCE SERVICE AGREEMENT TO INCLUDE SEMI-ANNUAL, ANNUAL INSPECTION FOR DIESEL GENERATORS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, EQUIPMENT, TOOLS, MATERIAL, PARTS AND SUPERVISION TO PERFORM MAINTENANCE AND SERVICE FOR GENERATOR DIESEL UNIT FEEDING BUILDING CLINICAL ADDITION- 200N MAKE: CUMMINS MODEL: KTA19-G3 SN: 37149163 GENERATOR TYPE: CUMMINS FUEL TANK CAPACITY: 8,000 GALLONS Contract Period: Option 2 POP Begin: 10-01-2019 POP End: 09-30-2020				_____
2001AA	SEMI-ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 2 POP Begin: 10-01-2019	1.00	JB	_____	_____

POP End: 09-30-2020				
2001AB	ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 2 POP Begin: 10-01-2019 POP End: 09-30-2020	1.00	JB	
2002	PREVENTIVE MAINTENANCE SERVICE AGREEMENT TO INCLUDE SEMI-ANNUAL AND ANNUAL INSPECTION FOR DIESEL GENERATORS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, EQUIPMENT, TOOLS, MATERIAL, PARTS AND SUPERVISION TO PERFORM MAINTENANCE AND SERVICE FOR GENERATOR DIESEL UNIT FEEDING BUILDING MAKE: GM MODEL 12- 645-EI SN: 68-E1-1121GM GENERATOR TYPE: KATO AC FUEL TANK CAPACITY: 8,000 GALLONS. Contract Period: Option 2 POP Begin: 10-01-2019 POP End: 09-30-2020			
2002AA	SEMI-ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 2 POP Begin: 10-01-2019 POP End: 09-30-2020	1.00	JB	
2002AB	ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 2 POP Begin: 10-01-2019 POP End: 09-30-2020	1.00	JB	
2003	PREVENTIVE MAINTENANCE SERVICE AGREEMENT TO			

	<p>INCLUDE SEMI-ANNUAL AND ANNUAL INSPECTION FOR DIESEL GENERATORS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, EQUIPMENT, TOOLS, MATERIAL, PARTS AND SUPERVISION TO PERFORM MAINTENANCE AND SERVICE FOR GENERATOR DIESEL UNIT ADJACENT TO BUILDING 92 WHICH FEEDS BUILDING 92 MAKE: CATERPILLAR MODEL: 3406 SN: 1DZ03716 GENERATOR TYPE: CATERPILLAR FUEL TANK CAPACITY: 1,000 GALLONS Contract Period: Option 2 POP Begin: 10-01-2019 POP End: 09-30-2020</p>				
2003AA	<p>SEMI-ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 2 POP Begin: 10-01-2019 POP End: 09-30-2020</p>	1.00	JB	_____	_____
2003AB	<p>ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 2 POP Begin: 10-01-2019 POP End: 09-30-2020</p>	1.00	JB	_____	_____
2004	<p>PREVENTIVE MAINTENANCE SERVICE AGREEMENT TO INCLUDE SEMI-ANNUAL AND ANNUAL INSPECTION FOR DIESEL GENERATORS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, EQUIPMENT, TOOLS, MATERIAL, PARTS AND SUPERVISION TO</p>				_____

	PERFORM MAINTENANCE AND SERVICE FOR GENERATOR DIESEL UNIT ADJACENT TO/FEEDING BUILDING 7, 8, 9 MAKE: DETROIT MODEL: 71237305 SN: 12VAC56359 GENERATOR TYPE: MARATHON FUEL TANK CAPACITY: 1,000 GALLONS Contract Period: Option 2 POP Begin: 10-01-2019 POP End: 09-30-2020				
2004AA	SEMI-ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 2 POP Begin: 10-01-2019 POP End: 09-30-2020	1.00	JB		
2004AB	ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 2 POP Begin: 10-01-2019 POP End: 09-30-2020	1.00	JB		
2005	PREVENTIVE MAINTENANCE SERVICE AGREEMENT TO INCLUDE SEMI-ANNUAL AND ANNUAL INSPECTION FOR DIESEL GENERATORS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, EQUIPMENT, TOOLS, MATERIAL, PARTS AND SUPERVISION TO PERFORM MAINTENANCE AND SERVICE FOR GENERATOR DIESEL UNIT ADJACENT TO/FEEDING BUILDING 64, 65 MAKE: DETROIT MODEL: 70837305 SN: 8VA37759 GENERATOR TYPE: MARATHON FUEL TANK CAPACITY: 1,000 GALLONS				

	Contract Period: Option 2 POP Begin: 10-01-2019 POP End: 09-30-2020				
2005AA	SEMI-ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 2 POP Begin: 10-01-2019 POP End: 09-30-2020	1.00	JB	_____	_____
2005AB	ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 2 POP Begin: 10-01-2019 POP End: 09-30-2020	1.00	JB	_____	_____
2006	PREVENTIVE MAINTENANCE SERVICE AGREEMENT TO INCLUDE SEMI-ANNUAL AND ANNUAL INSPECTION FOR DIESEL GENERATORS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, EQUIPMENT, TOOLS, MATERIAL, PARTS AND SUPERVISION TO PERFORM MAINTENANCE AND SERVICE FOR GENERATOR DIESEL UNIT ADJACENT TO/FEEDING BUILDING 63 MAKE: DETROIT MODEL: 70837305 SN: 8VA381974 GENERATOR TYPE: MARATHON FUEL TANK CAPACITY: 1,000 GALLONS Contract Period: Option 2 POP Begin: 10-01-2019 POP End: 09-30-2020				_____
2006AA	SEMI-ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 2 POP Begin: 10-01-2019 POP End: 09-30-2020	1.00	JB	_____	_____

2006AB	ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 2 POP Begin: 10-01-2019 POP End: 09-30-2020	1.00	JB	_____	_____
2007	PREVENTIVE MAINTENANCE SERVICE AGREEMENT TO INCLUDE SEMI-ANNUAL AND ANNUAL INSPECTION FOR DIESEL GENERATORS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, EQUIPMENT, TOOLS, MATERIAL, PARTS AND SUPERVISION TO PERFORM MAINTENANCE AND SERVICE FOR GENERATOR DIESEL UNIT FEEDING BOILER PLANT-203 MAKE: DETROIT MODEL: 71237305 SN: 12VA058707 GENERATOR TYPE: STEWART & STEVENSON FUEL TANK CAPACITY: 2,500 GALLONS Contract Period: Option 2 POP Begin: 10-01-2019 POP End: 09-30-2020				_____
2007AA	SEMI-ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 2 POP Begin: 10-01-2019 POP End: 09-30-2020	1.00	JB	_____	_____
2007AB	ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 2 POP Begin: 10-01-2019 POP End: 09-30-2020	1.00	JB	_____	_____
2008	PREVENTIVE MAINTENANCE SERVICE AGREEMENT TO INCLUDE SEMI-ANNUAL				_____

AND ANNUAL
INSPECTION FOR DIESEL
GENERATORS. THE
CONTRACTOR SHALL
PROVIDE ALL
NECESSARY LABOR,
EQUIPMENT, TOOLS,
MATERIAL, PARTS AND
SUPERVISION TO
PERFORM MAINTENANCE
AND SERVICE FOR
GENERATOR DIESEL
UNIT ADJACENT
TO/FEEDING BUILDING 11
MAKE: CUMMINS
MODEL: 502FDR8052GG-
F000W SN: SC3278466
GENERATOR TYPE:
MARATHON FUEL TANK
CAPACITY: 1,000
GALLONS
Contract Period: Option 2
POP Begin: 10-01-2019
POP End: 09-30-2020

2008AA	SEMI-ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 2 POP Begin: 10-01-2019 POP End: 09-30-2020	1.00	JB	_____	_____
2008AB	ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 2 POP Begin: 10-01-2019 POP End: 09-30-2020	1.00	JB	_____	_____
2009	PREVENTIVE MAINTENANCE SERVICE AGREEMENT TO INCLUDE SEMI-ANNUAL AND ANNUAL INSPECTION FOR DIESEL GENERATORS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, EQUIPMENT, TOOLS, MATERIAL, PARTS AND SUPERVISION TO PERFORM MAINTENANCE				_____

	<p>AND SERVICE FOR GENERATOR DIESEL UNIT ADJACENT TO/FEEDING BUILDING 12 MAKE: CATERPILLAR MODEL: C9 SN: S9L00446 GENERATOR TYPE: CATERPILLAR FUEL TANK CAPACITY: 300 GALLONS Contract Period: Option 2 POP Begin: 10-01-2019 POP End: 09-30-2020</p>				
2009AA	<p>SEMI-ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 2 POP Begin: 10-01-2019 POP End: 09-30-2020</p>	1.00	JB		
2009AB	<p>ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 2 POP Begin: 10-01-2019 POP End: 09-30-2020</p>	1.00	JB		
2010	<p>PREVENTIVE MAINTENANCE SERVICE AGREEMENT TO INCLUDE SEMI-ANNUAL AND ANNUAL INSPECTION FOR DIESEL GENERATORS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, EQUIPMENT, TOOLS, MATERIAL, PARTS AND SUPERVISION TO PERFORM MAINTENANCE AND SERVICE FOR GENERATOR DIESEL UNIT ADJACENT TO/FEEDING BUILDING STP-210 MAKE: CUMMINS MODEL: M06C10285701 SN: 46579261 GENERATOR TYPE: CUMMINS FUEL TANK CAPACITY: 1,000 GALLONS Contract Period: Option 2</p>				

	POP Begin: 10-01-2019 POP End: 09-30-2020				
2010AA	SEMI-ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 2 POP Begin: 10-01-2019 POP End: 09-30-2020	1.00	JB	_____	_____
2010AB	ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 2 POP Begin: 10-01-2019 POP End: 09-30-2020	1.00	JB	_____	_____
2011	PREVENTIVE MAINTENANCE SERVICE AGREEMENT TO INCLUDE SEMI-ANNUAL AND ANNUAL INSPECTION FOR DIESEL GENERATORS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, EQUIPMENT, TOOLS, MATERIAL, PARTS AND SUPERVISION TO PERFORM MAINTENANCE AND SERVICE FOR GENERATOR DIESEL UNIT ADJACENT TO/FEEDING BUILDING 61 MAKE: DETROIT MODEL: 71237305 SN: 12VA058707 GENERATOR TYPE: MARATHON FUEL TANK CAPACITY: 1,000 GALLONS Contract Period: Option 2 POP Begin: 10-01-2019 POP End: 09-30-2020				_____
2011AA	SEMI-ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 2 POP Begin: 10-01-2019 POP End: 09-30-2020	1.00	JB	_____	_____
2011AB	ANNUAL	1.00	JB	_____	_____

	INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 2 POP Begin: 10-01-2019 POP End: 09-30-2020				
2012	PREVENTIVE MAINTENANCE SERVICE AGREEMENT TO INCLUDE SEMI-ANNUAL AND ANNUAL INSPECTION FOR DIESEL GENERATORS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, EQUIPMENT, TOOLS, MATERIAL, PARTS AND SUPERVISION TO PERFORM MAINTENANCE AND SERVICE FOR GENERATOR DIESEL UNIT ADJACENT TO/FEEDING BUILDING 62 MAKE: MITSUBISHI MODEL: S6A2-PTA SN: 20706 GENERATOR TYPE: RUDOX FUEL TANK CAPACITY: 1,000 GALLONS Contract Period: Option 2 POP Begin: 10-01-2019 POP End: 09-30-2020				
2012AA	SEMI-ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 2 POP Begin: 10-01-2019 POP End: 09-30-2020	1.00	JB		
2012AB	ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 2 POP Begin: 10-01-2019 POP End: 09-30-2020	1.00	JB		
2013	PREVENTIVE MAINTENANCE SERVICE AGREEMENT TO INCLUDE SEMI-ANNUAL AND ANNUAL				

	INSPECTION FOR DIESEL GENERATORS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, EQUIPMENT, TOOLS, MATERIAL, PARTS AND SUPERVISION TO PERFORM MAINTENANCE AND SERVICE FOR GENERATOR DIESEL UNIT ADJACENT TO/FEEDING BUILDING 89 MAKE: DETROIT MODEL: 70837305 SN: 8VA378724 GENERATOR TYPE: MARATHON FUEL TANK CAPACITY: 1,000 GALLONS Contract Period: Option 2 POP Begin: 10-01-2019 POP End: 09-30-2020				
2013AA	SEMI-ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 2 POP Begin: 10-01-2019 POP End: 09-30-2020	1.00	JB		
2013AB	ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 2 POP Begin: 10-01-2019 POP End: 09-30-2020	1.00	JB		
2014	LABOR RATE - AFTER HOURS Contract Period: Option 2 POP Begin: 10-01-2019 POP End: 09-30-2020	20.00	HR		
2015	FUEL ANALYSIS TESTING & REPORTING Contract Period: Option 2 POP Begin: 10-01-2019 POP End: 09-30-2020				
2015AA	UNDERGROUND STORAGE TANK (UST) 8,000 GALLONS (DIESEL) SERVING GENERATOR	1.00	EA		

	LOCATED AT B-200 (MEDICAL CENTER) Contract Period: Option 2 POP Begin: 10-01-2019 POP End: 09-30-2020				
2015AB	UST 8,000 GALLONS (DIESEL) SERVING GENERATOR LOCATED AT B-200N (CLINICAL ADDITION) Contract Period: Option 2 POP Begin: 10-01-2019 POP End: 09-30-2020	1.00	EA	_____	_____
2015AC	ABOVEGROUND STORAGE TANK (AST) 1,000 GALLONS (DIESEL) SERVING GENERATOR LOCATED AT B-92 (CLC 1 & CLC 2) Contract Period: Option 2 POP Begin: 10-01-2019 POP End: 09-30-2020	1.00	EA	_____	_____
2015AD	UST 1,000 GALLONS (DIESEL) SERVING GENERATOR LOCATED AT B-212 Contract Period: Option 2 POP Begin: 10-01-2019 POP End: 09-30-2020	1.00	EA	_____	_____
2015AE	UST 8,000 GALLONS (DIESEL) SERVING GENERATOR LOCATED AT B-203 (BOILER PLANT) Contract Period: Option 2 POP Begin: 10-01-2019 POP End: 09-30-2020	1.00	EA	_____	_____
2015AF	UST 1,000 GALLONS (DIESEL) SERVING GENERATOR LOCATED AT B-215 Contract Period: Option 2 POP Begin: 10-01-2019 POP End: 09-30-2020	1.00	EA	_____	_____
2015AG	AST 1,000 GALLONS (DIESEL) SERVING GENERATOR LOCATED AT B-214	1.00	EA	_____	_____

Contract Period: Option 2 POP Begin: 10-01-2019 POP End: 09-30-2020					
2015AH	AST 1,000 GALLONS (DIESEL) SERVING GENERATOR LOCATED AT B-218 Contract Period: Option 2 POP Begin: 10-01-2019 POP End: 09-30-2020	1.00	EA	_____	_____
2015AJ	AST 300 GALLONS (DIESEL) SERVING GENERATOR LOCATED AT B-12 Contract Period: Option 2 POP Begin: 10-01-2019 POP End: 09-30-2020	1.00	EA	_____	_____
2015AK	UNDERGROUND STORAGE TANK (UST) 1,000 GALLONS (DIESEL) SERVING GENERATOR LOCATED AT B-210 (SEWAGE TREATMENT PLANT) Contract Period: Option 2 POP Begin: 10-01-2019 POP End: 09-30-2020	1.00	EA	_____	_____
2015AL	UST 1,000 GALLONS (DIESEL) SERVING GENERATOR LOCATED AT B-213 Contract Period: Option 2 POP Begin: 10-01-2019 POP End: 09-30-2020	1.00	EA	_____	_____
2015AM	UST 1,000 GALLONS (DIESEL) SERVING GENERATOR LOCATED AT B-219 Contract Period: Option 2 POP Begin: 10-01-2019 POP End: 09-30-2020	1.00	EA	_____	_____
2015AN	UST 1,000 GALLONS (DIESEL) SERVING GENERATOR LOCATED AT B-216 Contract Period: Option 2 POP Begin: 10-01-2019	1.00	EA	_____	_____

POP End: 09-30-2020					
2016	PARTS Contract Period: Option 2 POP Begin: 10-01-2019 POP End: 09-30-2020	1.00	LT	_____	_____
3001	PREVENTIVE MAINTENANCE SERVICE AGREEMENT TO INCLUDE SEMI-ANNUAL, ANNUAL INSPECTION, BATTERY REPLACEMENT AND LOAD BANK TESTING FOR DIESEL GENERATORS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, EQUIPMENT, TOOLS, MATERIAL, PARTS AND SUPERVISION TO PERFORM MAINTENANCE AND SERVICE FOR GENERATOR DIESEL UNIT FEEDING BUILDING CLINICAL ADDITION- 200N MAKE: CUMMINS MODEL: KTA19-G3 SN: 37149163 GENERATOR TYPE: CUMMINS FUEL TANK CAPACITY: 8,000 GALLONS Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-01-2021			_____	
3001AA	SEMI-ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-01-2021	1.00	JB	_____	_____
3001AB	ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-01-2021	1.00	JB	_____	_____
3001AC	TRIENNIAL LOAD BANK TESTING	1.00	JB	_____	_____

	Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-01-2021				
3001AD	BATTERY REPLACEMENT Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-01-2021	1.00	JB		
3002	PREVENTIVE MAINTENANCE SERVICE AGREEMENT TO INCLUDE SEMI-ANNUAL, ANNUAL INSPECTION, BATTERY REPLACEMENT, LOAD BANK TESTING FOR DIESEL GENERATORS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, EQUIPMENT, TOOLS, MATERIAL, PARTS AND SUPERVISION TO PERFORM MAINTENANCE AND SERVICE FOR GENERATOR DIESEL UNIT FEEDING BUILDING MAKE: GM MODEL 12- 645-EI SN: 68-E1-1121GM GENERATOR TYPE: KATO AC FUEL TANK CAPACITY: 8,000 GALLONS. Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021				
3002AA	SEMI-ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021	1.00	JB		
3002AB	ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021	1.00	JB		
3002AC	TRIENNIAL LOAD BANK	1.00	JB		

	TESTING Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021				
3002AD	BATTERY REPLACEMENT Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021	1.00	JB		
3003	PREVENTIVE MAINTENANCE SERVICE AGREEMENT TO INCLUDE SEMI-ANNUAL, ANNUAL INSPECTION, BATTERY REPLACEMENT, LOAD BANK TESTING FOR DIESEL GENERATORS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, EQUIPMENT, TOOLS, MATERIAL, PARTS AND SUPERVISION TO PERFORM MAINTENANCE AND SERVICE FOR GENERATOR DIESEL UNIT ADJACENT TO BUILDING 92 WHICH FEEDS BUILDING 92 MAKE: CATERPILLAR MODEL: 3406 SN: 1DZ03716 GENERATOR TYPE: CATERPILLAR FUEL TANK CAPACITY: 1,000 GALLONS Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021				
3003AA	SEMI-ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021	1.00	JB		
3003AB	ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 3 POP Begin: 10-01-2020	1.00	JB		

POP End: 09-30-2021					
3003AC	TRIENNIAL LOAD BANK TESTING Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021	1.00	JB	_____	_____
3003AD	BATTERY REPLACEMENT Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021	1.00	JB	_____	_____
3004	PREVENTIVE MAINTENANCE SERVICE AGREEMENT TO INCLUDE SEMI-ANNUAL, ANNUAL INSPECTION, BATTERY REPLACEMENT, LOAD BANK TESTING FOR DIESEL GENERATORS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, EQUIPMENT, TOOLS, MATERIAL, PARTS AND SUPERVISION TO PERFORM MAINTENANCE AND SERVICE FOR GENERATOR DIESEL UNIT ADJACENT TO/FEEDING BUILDING 7, 8, 9 MAKE: DETROIT MODEL: 71237305 SN: 12VAC56359 GENERATOR TYPE: MARATHON FUEL TANK CAPACITY: 1,000 GALLONS Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021				_____
3004AA	SEMI-ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021	1.00	JB	_____	_____
3004AB	ANNUAL INSPECTION/PREVENTIVE MAINTENANCE	1.00	JB	_____	_____

	Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021				
3004AC	TRIENNIAL LOAD BANK TESTING Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021	1.00	JB	_____	_____
3004AD	BATTERY REPLACEMENT Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021	1.00	JB	_____	_____
3005	PREVENTIVE MAINTENANCE SERVICE AGREEMENT TO INCLUDE SEMI-ANNUAL, ANNUAL INSPECTION, BATTERY REPLACEMENT, LOAD BANK TESTING FOR DIESEL GENERATORS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, EQUIPMENT, TOOLS, MATERIAL, PARTS AND SUPERVISION TO PERFORM MAINTENANCE AND SERVICE FOR GENERATOR DIESEL UNIT ADJACENT TO/FEEDING BUILDING 64, 65 MAKE: DETROIT MODEL: 70837305 SN: 8VA37759 GENERATOR TYPE: MARATHON FUEL TANK CAPACITY: 1,000 GALLONS Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-01-2021				_____
3005AA	SEMI-ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-01-2021	1.00	JB	_____	_____
3005AB	ANNUAL	1.00	JB	_____	_____

	INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-01-2021				
3005AC	TRIENNIAL LOAD BANK TESTING Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-01-2021	1.00	JB		
3005AD	BATTERY REPLACEMENT Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-01-2021	1.00	JB		
3006	PREVENTIVE MAINTENANCE SERVICE AGREEMENT TO INCLUDE SEMI-ANNUAL, ANNUAL INSPECTION, BATTERY REPLACEMENT, LOAD BANK TESTING FOR DIESEL GENERATORS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, EQUIPMENT, TOOLS, MATERIAL, PARTS AND SUPERVISION TO PERFORM MAINTENANCE AND SERVICE FOR GENERATOR DIESEL UNIT ADJACENT TO/FEEDING BUILDING 63 MAKE: DETROIT MODEL: 70837305 SN: 8VA381974 GENERATOR TYPE: MARATHON FUEL TANK CAPACITY: 1,000 GALLONS Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021				
3006AA	SEMI-ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021	1.00	JB		

3006AB	ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021	1.00	JB	_____	_____
3006AC	TRIENNIAL LOAD BANK TESTING Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021	1.00	JB	_____	_____
3006AD	BATTERY REPLACEMENT Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021	1.00	JB	_____	_____
3007	PREVENTIVE MAINTENANCE SERVICE AGREEMENT TO INCLUDE SEMI-ANNUAL, ANNUAL INSPECTION, BATTERY REPLACEMENT, LOAD BANK TESTING FOR DIESEL GENERATORS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, EQUIPMENT, TOOLS, MATERIAL, PARTS AND SUPERVISION TO PERFORM MAINTENANCE AND SERVICE FOR GENERATOR DIESEL UNIT FEEDING BOILER PLANT-203 MAKE: DETROIT MODEL: 71237305 SN: 12VA058707 GENERATOR TYPE: STEWART & STEVENSON FUEL TANK CAPACITY: 2,500 GALLONS Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021				_____
3007AA	SEMI-ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 3	1.00	JB	_____	_____

POP Begin: 10-01-2020 POP End: 09-30-2021					
3007AB	ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021	1.00	JB	_____	_____
3007AC	TRIENNIAL LOAD BANK TESTING Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021	1.00	JB	_____	_____
3007AD	BATTERY REPLACEMENT Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021	1.00	JB	_____	_____
3008	PREVENTIVE MAINTENANCE SERVICE AGREEMENT TO INCLUDE SEMI-ANNUAL, ANNUAL INSPECTION, BATTERY REPLACEMENT, LOAD BANK TESTING FOR DIESEL GENERATORS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, EQUIPMENT, TOOLS, MATERIAL, PARTS AND SUPERVISION TO PERFORM MAINTENANCE AND SERVICE FOR GENERATOR DIESEL UNIT ADJACENT TO/FEEDING BUILDING 11 MAKE: CUMMINS MODEL: 502FDR8052GG- F000W SN: SC3278466 GENERATOR TYPE: MARATHON FUEL TANK CAPACITY: 1,000 GALLONS Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021				_____
3008AA	SEMI-ANNUAL	1.00	JB	_____	_____

	INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021				
3008AB	ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021	1.00	JB		
3008AC	TRIENNIAL LOAD BANK TESTING Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021	1.00	JB		
3008AD	BATTERY REPLACEMENT Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021	1.00	JB		
3009	PREVENTIVE MAINTENANCE SERVICE AGREEMENT TO INCLUDE SEMI-ANNUAL, ANNUAL INSPECTION, BATTERY REPLACEMENT, LOAD BANK TESTING FOR DIESEL GENERATORS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, EQUIPMENT, TOOLS, MATERIAL, PARTS AND SUPERVISION TO PERFORM MAINTENANCE AND SERVICE FOR GENERATOR DIESEL UNIT ADJACENT TO/FEEDING BUILDING 12 MAKE: CATERPILLAR MODEL: C9 SN: S9L00446 GENERATOR TYPE: CATERPILLAR FUEL TANK CAPACITY: 300 GALLONS Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021				

3009AA	SEMI-ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021	1.00	JB	_____	_____
3009AB	ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021	1.00	JB	_____	_____
3009AC	TRIENNIAL LOAD BANK TESTING Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021	1.00	JB	_____	_____
3009AD	BATTERY REPLACEMENT Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021	1.00	JB	_____	_____
3010	PREVENTIVE MAINTENANCE SERVICE AGREEMENT TO INCLUDE SEMI-ANNUAL, ANNUAL INSPECTION, BATTERY REPLACEMENT, LOAD BANK TESTING FOR DIESEL GENERATORS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, EQUIPMENT, TOOLS, MATERIAL, PARTS AND SUPERVISION TO PERFORM MAINTENANCE AND SERVICE FOR GENERATOR DIESEL UNIT ADJACENT TO/FEEDING BUILDING STP-210 MAKE: CUMMINS MODEL: M06C10285701 SN: 46579261 GENERATOR TYPE: CUMMINS FUEL TANK CAPACITY: 1,000 GALLONS Contract Period: Option 3				_____

	POP Begin: 10-01-2020 POP End: 09-30-2021				
3010AA	SEMI-ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021	1.00	JB	_____	_____
3010AB	ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021	1.00	JB	_____	_____
3010AC	TRIENNIAL LOAD BANK TESTING Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021	1.00	JB	_____	_____
3010AD	BATTERY REPLACEMENT Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021	1.00	JB	_____	_____
3011	PREVENTIVE MAINTENANCE SERVICE AGREEMENT TO INCLUDE SEMI-ANNUAL, ANNUAL INSPECTION, BATTERY REPLACEMENT, LOAD BANK TESTING FOR DIESEL GENERATORS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, EQUIPMENT, TOOLS, MATERIAL, PARTS AND SUPERVISION TO PERFORM MAINTENANCE AND SERVICE FOR GENERATOR DIESEL UNIT ADJACENT TO/FEEDING BUILDING 61 MAKE: DETROIT MODEL: 71237305 SN: 12VA058707 GENERATOR TYPE: MARATHON FUEL TANK CAPACITY: 1,000				_____

	GALLONS Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021				
3011AA	SEMI-ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021	1.00	JB	_____	_____
3011AB	ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021	1.00	JB	_____	_____
3011AC	TRIENNIAL LOAD BANK TESTING Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021	1.00	JB	_____	_____
3011AD	BATTERY REPLACEMENT Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021	1.00	JB	_____	_____
3012	PREVENTIVE MAINTENANCE SERVICE AGREEMENT TO INCLUDE SEMI-ANNUAL, ANNUAL INSPECTION, BATTERY REPLACEMENT, LOAD BANK TESTING FOR DIESEL GENERATORS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, EQUIPMENT, TOOLS, MATERIAL, PARTS AND SUPERVISION TO PERFORM MAINTENANCE AND SERVICE FOR GENERATOR DIESEL UNIT ADJACENT TO/FEEDING BUILDING 62 MAKE: MITSUBISHI MODEL: S6A2-PTA SN: 20706 GENERATOR TYPE:				_____

	RUDOX FUEL TANK CAPACITY: 1,000 GALLONS Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021				
3012AA	SEMI-ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021	1.00	JB		
3012AB	ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021	1.00	JB		
3012AC	TRIENNIAL LOAD BANK TESTING Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021	1.00	JB		
3012AD	BATTERY REPLACEMENT Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021	1.00	JB		
3013	PREVENTIVE MAINTENANCE SERVICE AGREEMENT TO INCLUDE SEMI-ANNUAL, ANNUAL INSPECTION, BATTERY REPLACEMENT, LOAD BANK TESTING FOR DIESEL GENERATORS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, EQUIPMENT, TOOLS, MATERIAL, PARTS AND SUPERVISION TO PERFORM MAINTENANCE AND SERVICE FOR GENERATOR DIESEL UNIT ADJACENT TO/FEEDING BUILDING 89 MAKE: DETROIT MODEL:				

	70837305 SN: 8VA378724 GENERATOR TYPE: MARATHON FUEL TANK CAPACITY: 1,000 GALLONS Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021				
3013AA	SEMI-ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021	1.00	JB	_____	_____
3013AB	ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021	1.00	JB	_____	_____
3013AC	TRIENNIAL LOAD BANK TESTING Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021	1.00	JB	_____	_____
3013AD	BATTERY REPLACEMENT Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021	1.00	JB	_____	_____
3014	LABOR RATE - AFTER HOURS Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021	20.00	HR	_____	_____
3015	FUEL ANALYSIS TESTING & REPORTING Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021				_____
3015AA	UNDERGROUND STORAGE TANK (UST) 8,000 GALLONS (DIESEL) SERVING GENERATOR LOCATED AT B-200 (MEDICAL CENTER) Contract Period: Option 3	1.00	EA	_____	_____

POP Begin: 10-01-2020 POP End: 09-30-2021					
3015AB	UST 8,000 GALLONS (DIESEL) SERVING GENERATOR LOCATED AT B-200N (CLINICAL ADDITION) Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021	1.00	EA	_____	_____
3015AC	ABOVEGROUND STORAGE TANK (AST) 1,000 GALLONS (DIESEL) SERVING GENERATOR LOCATED AT B-92 (CLC 1 & CLC 2) Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021	1.00	EA	_____	_____
3015AD	UST 1,000 GALLONS (DIESEL) SERVING GENERATOR LOCATED AT B-212 Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021	1.00	EA	_____	_____
3015AE	UST 8,000 GALLONS (DIESEL) SERVING GENERATOR LOCATED AT B-203 (BOILER PLANT) Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021	1.00	EA	_____	_____
3015AF	UST 1,000 GALLONS (DIESEL) SERVING GENERATOR LOCATED AT B-215 Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021	1.00	EA	_____	_____
3015AG	AST 1,000 GALLONS (DIESEL) SERVING GENERATOR LOCATED AT B-214 Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021	1.00	EA	_____	_____

3015AH	AST 1,000 GALLONS (DIESEL) SERVING GENERATOR LOCATED AT B-218 Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021	1.00	EA	_____	_____
3015AJ	AST 300 GALLONS (DIESEL) SERVING GENERATOR LOCATED AT B-12 Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021	1.00	EA	_____	_____
3015AK	UNDERGROUND STORAGE TANK (UST) 1,000 GALLONS (DIESEL) SERVING GENERATOR LOCATED AT B-210 (SEWAGE TREATMENT PLANT) Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021	1.00	EA	_____	_____
3015AL	UST 1,000 GALLONS (DIESEL) SERVING GENERATOR LOCATED AT B-213 Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021	1.00	EA	_____	_____
3015AM	UST 1,000 GALLONS (DIESEL) SERVING GENERATOR LOCATED AT B-219 Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021	1.00	EA	_____	_____
3015AN	UST 1,000 GALLONS (DIESEL) SERVING GENERATOR LOCATED AT B-216 Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021	1.00	EA	_____	_____
3016	PARTS	1.00	LT	_____	_____

Contract Period: Option 3
POP Begin: 10-01-2020
POP End: 09-30-2021

4001	PREVENTIVE MAINTENANCE SERVICE AGREEMENT TO INCLUDE SEMI-ANNUAL, ANNUAL INSPECTION AND ANNUAL 4 HOUR LOAD BANK TESTING FOR DIESEL GENERATORS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, EQUIPMENT, TOOLS, MATERIAL, PARTS AND SUPERVISION TO PERFORM MAINTENANCE AND SERVICE FOR GENERATOR DIESEL UNIT FEEDING BUILDING CLINICAL ADDITION- 200N MAKE: CUMMINS MODEL: KTA19-G3 SN: 37149163 GENERATOR TYPE: CUMMINS FUEL TANK CAPACITY: 8,000 GALLONS Contract Period: Option 4 POP Begin: 10-01-2021 POP End: 09-30-2022					
4001AA	SEMI-ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 4 POP Begin: 10-01-2021 POP End: 09-30-2022	1.00	JB			
4001AB	ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 4 POP Begin: 10-01-2021 POP End: 09-30-2022	1.00	JB			
4002	PREVENTIVE MAINTENANCE SERVICE AGREEMENT TO INCLUDE SEMI-ANNUAL AND ANNUAL					

	INSPECTION, ANNUAL 4 HOUR LOAD BANK TESTING FOR DIESEL GENERATORS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, EQUIPMENT, TOOLS, MATERIAL, PARTS AND SUPERVISION TO PERFORM MAINTENANCE AND SERVICE FOR GENERATOR DIESEL UNIT FEEDING BUILDING MAKE: GM MODEL 12- 645-EI SN: 68-E1-1121GM GENERATOR TYPE: KATO AC FUEL TANK CAPACITY: 8,000 GALLONS. Contract Period: Option 4 POP Begin: 10-01-2021 POP End: 09-30-2022				
4002AA	SEMI-ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 4 POP Begin: 10-01-2021 POP End: 09-30-2022	1.00	JB		
4002AB	ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 4 POP Begin: 10-01-2021 POP End: 09-30-2022	1.00	JB		
4003	PREVENTIVE MAINTENANCE SERVICE AGREEMENT TO INCLUDE SEMI-ANNUAL AND ANNUAL INSPECTION, ANNUAL 4 HOUR LOAD BANK TESTING FOR DIESEL GENERATORS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, EQUIPMENT, TOOLS, MATERIAL, PARTS AND SUPERVISION TO				

	<p>PERFORM MAINTENANCE AND SERVICE FOR GENERATOR DIESEL UNIT ADJACENT TO BUILDING 92 WHICH FEEDS BUILDING 92 MAKE: CATERPILLAR MODEL: 3406 SN: 1DZ03716 GENERATOR TYPE: CATERPILLAR FUEL TANK CAPACITY: 1,000 GALLONS Contract Period: Option 4 POP Begin: 10-01-2021 POP End: 09-30-2022</p>				
4003AA	<p>SEMI-ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 4 POP Begin: 10-01-2021 POP End: 09-30-2022</p>	1.00	JB		
4003AB	<p>ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 4 POP Begin: 10-01-2021 POP End: 09-30-2022</p>	1.00	JB		
4004	<p>PREVENTIVE MAINTENANCE SERVICE AGREEMENT TO INCLUDE SEMI-ANNUAL AND ANNUAL INSPECTION, ANNUAL 4 HOUR LOAD BANK TESTING FOR DIESEL GENERATORS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, EQUIPMENT, TOOLS, MATERIAL, PARTS AND SUPERVISION TO PERFORM MAINTENANCE AND SERVICE FOR GENERATOR DIESEL UNIT ADJACENT TO/FEEDING BUILDING 7, 8, 9 MAKE: DETROIT MODEL: 71237305 SN: 12VAC56359 GENERATOR</p>				

	TYPE: MARATHON FUEL TANK CAPACITY: 1,000 GALLONS Contract Period: Option 4 POP Begin: 10-01-2021 POP End: 09-30-2022				
4004AA	SEMI-ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 4 POP Begin: 10-01-2021 POP End: 09-30-2022	1.00	JB	_____	_____
4004AB	ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 4 POP Begin: 10-01-2021 POP End: 09-30-2022	1.00	JB	_____	_____
4005	PREVENTIVE MAINTENANCE SERVICE AGREEMENT TO INCLUDE SEMI-ANNUAL AND ANNUAL INSPECTION, ANNUAL 4 HOUR LOAD BANK TESTING FOR DIESEL GENERATORS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, EQUIPMENT, TOOLS, MATERIAL, PARTS AND SUPERVISION TO PERFORM MAINTENANCE AND SERVICE FOR GENERATOR DIESEL UNIT ADJACENT TO/FEEDING BUILDING 64, 65 MAKE: DETROIT MODEL: 70837305 SN: 8VA37759 GENERATOR TYPE: MARATHON FUEL TANK CAPACITY: 1,000 GALLONS Contract Period: Option 4 POP Begin: 10-01-2021 POP End: 09-30-2022			_____	
4005AA	SEMI-ANNUAL INSPECTION/PREVENTIVE	1.00	JB	_____	_____

	<p>MAINTENANCE Contract Period: Option 4 POP Begin: 10-01-2021 POP End: 09-30-2022</p>				
4005AB	<p>ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 4 POP Begin: 10-01-2021 POP End: 09-30-2022</p>	1.00	JB		
4006	<p>PREVENTIVE MAINTENANCE SERVICE AGREEMENT TO INCLUDE SEMI-ANNUAL AND ANNUAL INSPECTION, ANNUAL 4 HOUR LOAD BANK TESTING FOR DIESEL GENERATORS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, EQUIPMENT, TOOLS, MATERIAL, PARTS AND SUPERVISION TO PERFORM MAINTENANCE AND SERVICE FOR GENERATOR DIESEL UNIT ADJACENT TO/FEEDING BUILDING 63 MAKE: DETROIT MODEL: 70837305 SN: 8VA381974 GENERATOR TYPE: MARATHON FUEL TANK CAPACITY: 1,000 GALLONS Contract Period: Option 4 POP Begin: 10-01-2021 POP End: 09-30-2022</p>				
4006AA	<p>SEMI-ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 4 POP Begin: 10-01-2021 POP End: 09-30-2022</p>	1.00	JB		
4006AB	<p>ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 4</p>	1.00	JB		

POP Begin: 10-01-2021
POP End: 09-30-2022

4007	PREVENTIVE MAINTENANCE SERVICE AGREEMENT TO INCLUDE SEMI-ANNUAL AND ANNUAL INSPECTION, ANNUAL 4 HOUR LOAD BANK TESTING FOR DIESEL GENERATORS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, EQUIPMENT, TOOLS, MATERIAL, PARTS AND SUPERVISION TO PERFORM MAINTENANCE AND SERVICE FOR GENERATOR DIESEL UNIT FEEDING BOILER PLANT-203 MAKE: DETROIT MODEL: 71237305 SN: 12VA058707 GENERATOR TYPE: STEWART & STEVENSON FUEL TANK CAPACITY: 2,500 GALLONS Contract Period: Option 4 POP Begin: 10-01-2021 POP End: 09-30-2022				
4007AA	SEMI-ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 4 POP Begin: 10-01-2021 POP End: 09-30-2022	1.00	JB		
4007AB	ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 4 POP Begin: 10-01-2021 POP End: 09-30-2022	1.00	JB		
4008	PREVENTIVE MAINTENANCE SERVICE AGREEMENT TO INCLUDE SEMI-ANNUAL AND ANNUAL INSPECTION, ANNUAL 4				

HOUR LOAD BANK
 TESTING FOR DIESEL
 GENERATORS. THE
 CONTRACTOR SHALL
 PROVIDE ALL
 NECESSARY LABOR,
 EQUIPMENT, TOOLS,
 MATERIAL, PARTS AND
 SUPERVISION TO
 PERFORM MAINTENANCE
 AND SERVICE FOR
 GENERATOR DIESEL
 UNIT ADJACENT
 TO/FEEDING BUILDING 11
 MAKE: CUMMINS
 MODEL: 502FDR8052GG-
 F000W SN: SC3278466
 GENERATOR TYPE:
 MARATHON FUEL TANK
 CAPACITY: 1,000
 GALLONS
 Contract Period: Option 4
 POP Begin: 10-01-2021
 POP End: 09-30-2022

4008AA	SEMI-ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 4 POP Begin: 10-01-2021 POP End: 09-30-2022	1.00	JB	_____	_____
4008AB	ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 4 POP Begin: 10-01-2021 POP End: 09-30-2022	1.00	JB	_____	_____
4009	PREVENTIVE MAINTENANCE SERVICE AGREEMENT TO INCLUDE SEMI-ANNUAL AND ANNUAL INSPECTION, ANNUAL 4 HOUR LOAD BANK TESTING FOR DIESEL GENERATORS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, EQUIPMENT, TOOLS, MATERIAL, PARTS AND				_____

	<p>SUPERVISION TO PERFORM MAINTENANCE AND SERVICE FOR GENERATOR DIESEL UNIT ADJACENT TO/FEEDING BUILDING 12 MAKE: CATERPILLAR MODEL: C9 SN: S9L00446 GENERATOR TYPE: CATERPILLAR FUEL TANK CAPACITY: 300 GALLONS Contract Period: Option 4 POP Begin: 10-01-2021 POP End: 09-30-2022</p>				
4009AA	<p>SEMI-ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 4 POP Begin: 10-01-2021 POP End: 09-30-2022</p>	1.00	JB	_____	_____
4009AB	<p>ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 4 POP Begin: 10-01-2021 POP End: 09-30-2022</p>	1.00	JB	_____	_____
4010	<p>PREVENTIVE MAINTENANCE SERVICE AGREEMENT TO INCLUDE SEMI-ANNUAL AND ANNUAL INSPECTION, ANNUAL 4 HOUR LOAD BANK TESTING FOR DIESEL GENERATORS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, EQUIPMENT, TOOLS, MATERIAL, PARTS AND SUPERVISION TO PERFORM MAINTENANCE AND SERVICE FOR GENERATOR DIESEL UNIT ADJACENT TO/FEEDING BUILDING STP-210 MAKE: CUMMINS MODEL: M06C10285701 SN: 46579261 GENERATOR</p>				_____

	TYPE: CUMMINS FUEL TANK CAPACITY: 1,000 GALLONS Contract Period: Option 4 POP Begin: 10-01-2021 POP End: 09-30-2022				
4010AA	SEMI-ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 4 POP Begin: 10-01-2021 POP End: 09-30-2022	1.00	JB	_____	_____
4010AB	ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 4 POP Begin: 10-01-2021 POP End: 09-30-2022	1.00	JB	_____	_____
4011	PREVENTIVE MAINTENANCE SERVICE AGREEMENT TO INCLUDE SEMI-ANNUAL AND ANNUAL INSPECTION, ANNUAL 4 HOUR LOAD BANK TESTING FOR DIESEL GENERATORS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, EQUIPMENT, TOOLS, MATERIAL, PARTS AND SUPERVISION TO PERFORM MAINTENANCE AND SERVICE FOR GENERATOR DIESEL UNIT ADJACENT TO/FEEDING BUILDING 61 MAKE: DETROIT MODEL: 71237305 SN: 12VA058707 GENERATOR TYPE: MARATHON FUEL TANK CAPACITY: 1,000 GALLONS Contract Period: Option 4 POP Begin: 10-01-2021 POP End: 09-30-2022			_____	
4011AA	SEMI-ANNUAL INSPECTION/PREVENTIVE	1.00	JB	_____	_____

	MAINTENANCE Contract Period: Option 4 POP Begin: 10-01-2021 POP End: 09-30-2022				
4011AB	ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 4 POP Begin: 10-01-2021 POP End: 09-30-2022	1.00	JB		
4012	PREVENTIVE MAINTENANCE SERVICE AGREEMENT TO INCLUDE SEMI-ANNUAL AND ANNUAL INSPECTION, ANNUAL 4 HOUR LOAD BANK TESTING FOR DIESEL GENERATORS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, EQUIPMENT, TOOLS, MATERIAL, PARTS AND SUPERVISION TO PERFORM MAINTENANCE AND SERVICE FOR GENERATOR DIESEL UNIT ADJACENT TO/FEEDING BUILDING 62 MAKE: MITSUBISHI MODEL: S6A2-PTA SN: 20706 GENERATOR TYPE: RUDOX FUEL TANK CAPACITY: 1,000 GALLONS Contract Period: Option 4 POP Begin: 10-01-2021 POP End: 09-30-2022				
4012AA	SEMI-ANNUAL INSPECTION/PREVENTIVE MAINTENANCE Contract Period: Option 4 POP Begin: 10-01-2021 POP End: 09-30-2022	1.00	JB		
4013	PREVENTIVE MAINTENANCE SERVICE AGREEMENT TO INCLUDE SEMI-ANNUAL				

	<p>AND ANNUAL INSPECTION, ANNUAL 4 HOUR LOAD BANK TESTING FOR DIESEL GENERATORS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, EQUIPMENT, TOOLS, MATERIAL, PARTS AND SUPERVISION TO PERFORM MAINTENANCE AND SERVICE FOR GENERATOR DIESEL UNIT ADJACENT TO/FEEDING BUILDING 89 MAKE: DETROIT MODEL: 70837305 SN: 8VA378724 GENERATOR TYPE: MARATHON FUEL TANK CAPACITY: 1,000 GALLONS Contract Period: Option 4 POP Begin: 10-01-2021 POP End: 09-30-2022</p>				
4014	<p>LABOR RATE - AFTER HOURS Contract Period: Option 4 POP Begin: 10-01-2021 POP End: 09-30-2022</p>	20.00	HR		
4015	<p>FUEL ANALYSIS TESTING & REPORTING Contract Period: Option 4 POP Begin: 10-01-2021 POP End: 09-30-2022</p>				
4015AA	<p>UNDERGROUND STORAGE TANK (UST) 8,000 GALLONS (DIESEL) SERVING GENERATOR LOCATED AT B-200 (MEDICAL CENTER) Contract Period: Option 4 POP Begin: 10-01-2021 POP End: 09-30-2022</p>	1.00	EA		
4015AB	<p>UST 8,000 GALLONS (DIESEL) SERVING GENERATOR LOCATED AT B-200N (CLINICAL ADDITION)</p>	1.00	EA		

Contract Period: Option 4 POP Begin: 10-01-2021 POP End: 09-30-2022				
4015AC	ABOVEGROUND STORAGE TANK (AST) 1,000 GALLONS (DIESEL) SERVING GENERATOR LOCATED AT B-92 (CLC 1 & CLC 2) Contract Period: Option 4 POP Begin: 10-01-2021 POP End: 09-30-2022	1.00	EA	_____
4015AD	UST 1,000 GALLONS (DIESEL) SERVING GENERATOR LOCATED AT B-212 Contract Period: Option 4 POP Begin: 10-01-2021 POP End: 09-30-2022	1.00	EA	_____
4015AE	UST 8,000 GALLONS (DIESEL) SERVING GENERATOR LOCATED AT B-203 (BOILER PLANT) Contract Period: Option 4 POP Begin: 10-01-2021 POP End: 09-30-2022	1.00	EA	_____
4015AF	UST 1,000 GALLONS (DIESEL) SERVING GENERATOR LOCATED AT B-215 Contract Period: Option 4 POP Begin: 10-01-2021 POP End: 09-30-2022	1.00	EA	_____
4015AG	AST 1,000 GALLONS (DIESEL) SERVING GENERATOR LOCATED AT B-214 Contract Period: Option 4 POP Begin: 10-01-2021 POP End: 09-30-2022	1.00	EA	_____
4015AH	AST 1,000 GALLONS (DIESEL) SERVING GENERATOR LOCATED AT B-218 Contract Period: Option 4 POP Begin: 10-01-2021 POP End: 09-30-2022	1.00	EA	_____

4015AJ	AST 300 GALLONS (DIESEL) SERVING GENERATOR LOCATED AT B-12 Contract Period: Option 4 POP Begin: 10-01-2021 POP End: 09-30-2022	1.00	EA	_____	_____
4015AK	UNDERGROUND STORAGE TANK (UST) 1,000 GALLONS (DIESEL) SERVING GENERATOR LOCATED AT B-210 (SEWAGE TREATMENT PLANT) Contract Period: Option 4 POP Begin: 10-01-2021 POP End: 09-30-2022	1.00	EA	_____	_____
4015AL	UST 1,000 GALLONS (DIESEL) SERVING GENERATOR LOCATED AT B-213 Contract Period: Option 4 POP Begin: 10-01-2021 POP End: 09-30-2022	1.00	EA	_____	_____
4015AM	UST 1,000 GALLONS (DIESEL) SERVING GENERATOR LOCATED AT B-219 Contract Period: Option 4 POP Begin: 10-01-2021 POP End: 09-30-2022	1.00	EA	_____	_____
4015AN	UST 1,000 GALLONS (DIESEL) SERVING GENERATOR LOCATED AT B-216 Contract Period: Option 4 POP Begin: 10-01-2021 POP End: 09-30-2022	1.00	EA	_____	_____
4016	PARTS Contract Period: Option 4 POP Begin: 10-01-2021 POP End: 09-30-2022	1.00	LT	_____	_____
				GRAND TOTAL	_____

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)

C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (NOV 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).

☒ (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)).

☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).

☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).

☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

☒ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (OCT 2016) (E.O. 13126).

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

☒ (28) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

☒ (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

☒ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

☐ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

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

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

☐ (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

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

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

☐ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

☐ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

☐ (38)(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.

☐ (39)(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.

☐ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

☐ (41)(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.

☒ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ (43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

☐ (44) 52.223-21, Foams (JUN 2016) (E.O. 13693).

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

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

☐ (46) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

☒ (47)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

☐ (ii) Alternate I (MAY 2014) of 52.225-3.

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

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

☐ (48) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☒ (49) 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).

☐ (50) 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).

☐ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (54) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

☒ (56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (57) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

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

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

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

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

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

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

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

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

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

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

☒ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

[X] (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).

[X] (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, Nondisplacement 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).
- (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) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xviii)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
 - (B) Alternate I (JAN 2017) of 52.224-3.
- (xix) 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).
- (xx) 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.
- (xxi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of Clause)

C.3 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.4 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of Clause)

C.5 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of Clause)

C.6 52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of Clause)

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

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

(End of Clause)

C.8 VAAR 852.215-71 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.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 New York. 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/>

(End of Clause)

C.12 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (NOV 2017) ALTERNATE II (NOV 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).

☒ (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)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).
- ☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☒ (26) 52.222–19, Child Labor—Cooperation with Authorities and Remedies (OCT 2016) (E.O. 13126).
- ☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ☒ (28) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).
- ☒ (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- ☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- ☒ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- ☐ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☒ (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

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

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

☐ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

☐ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

☐ (38)(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.

☐ (39)(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.

☐ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

☐ (41)(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.

☒ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ (43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

☐ (44) 52.223-21, Foams (JUN 2016) (E.O. 13693).

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

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

☐ (46) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

☒ (47)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

☐ (ii) Alternate I (MAY 2014) of 52.225-3.

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

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

☐ (48) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☒ (49) 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).

☐ (50) 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).

☐ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (54) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

☒ (56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (57) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

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

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

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

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

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

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

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

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

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

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

☒ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

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

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

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

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

(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(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), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—

(i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

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

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5).

(C) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

(H) 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.

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

(J)(1) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

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

(K) 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).

(L) 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).

(M) 52.222-54, Employment Eligibility Verification (OCT 2015) (Executive Order 12989).

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

(O) 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).

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

(Q)(1) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

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

(R) 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.

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

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

(End of Clause)

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

SECTION E - SOLICITATION PROVISIONS

E.1 52.212-1 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.

(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 preaward 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.

(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)

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

Provisions that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The following provisions are incorporated into 52.212-1 as an addendum to this solicitation:

1. Submission of Offer. The point of contact for this acquisition includes the Procuring Contracting Officer (PCO) – Mr. Lawrence Unger and the Contract Specialist – Mr. Andres Cepeda. Address all written questions or concerns you may have to the Contract Specialist. Any questions submitted will need to identify the pertinent document Statement of Work (SOW), Solicitation Attachment, Solicitation, etc.) and include the applicable page number, paragraph number, and/or reference with each question. Questions regarding specific verbiage or content in the solicitation package shall include excerpts or examples from the subject matter to ensure the question is clearly conveyed. The PCO and Contract Specialist at andres.cepeda@va.gov and/or lawrence.unger@va.gov, respectively, shall be included on all correspondence between the Government and Offerors. The deadline for the submittal of all questions is **December 27, 2017 at 5:00PM EST.**

2. General Instructions.

- a. The selection of a source for award purposes will be conducted utilizing best value continuum, Lowest Price Technically Acceptable (LPTA) as delineated in FAR PART 12.203. Offers will be evaluated using the criteria under FAR Clause 52.212-2, Evaluation – Commercial Items. Noncompliance with the RFQ requirements may hamper the Government’s ability to properly evaluate the proposal and may result in elimination of the proposal from further consideration for contract award.
- b. The Offer. The submission of the documentation will constitute the Offeror’s acceptance of the terms and conditions of the RFQ, concurrence with the Statement of Work and contract type.
- c. It is the Government’s intention to award without discussions. Offerors are encouraged to present their best technical proposal and prices in their initial proposal submission. However, in accordance with FAR Part 12.203 should discussions become necessary, the Government reserves the right to hold them. If this occurs, a competitive range will be determined and Offerors notified. The competitive range may be limited for purposes of efficiency.
- d. Instructions outlined in this solicitation prescribe the format for quotes and describe the approach for the development and presentation of offeror’s data. These instructions are designed to ensure the submission of necessary information to provide for the understanding and comprehensive evaluation of quotes.
- e. In accordance with FAR Subpart 4.8 (Government Contract Files), the Government will retain one copy of all unsuccessful proposals. Unless the Offeror requests otherwise, the Government will destroy extra copies of such unsuccessful proposals.
- f. If an Offeror believes that the requirements in these instructions contain an error, an ambiguity, omission, or are otherwise deemed unsound, the Offeror shall immediately notify the PCO and Contract Specialist in writing with supporting rationale. The offeror is reminded that the Government reserves the right to award this effort based on the initial quote, as received, without discussion.

3. Proposal Preparation Instructions.

- a. Offeror’s proposal will consist of RFQ Documents, Technical Capability, Past Performance, and Price.

- b. All pages of each offer must be appropriately numbered and identified with Solicitation Number: 36C24218Q0145 in the header and/or footer of each page.
- c. Format. The submission shall be clearly indexed and logically assembled. Each volume shall be appropriately numbered and clearly identified with the date and solicitation number in the header and/or footer and shall begin at the top of each page. The offeror is required to provide (1) unredacted copy and (1) redacted copy without the names (i.e., company, key personnel, etc.) via email to Mr. Andres Cepeda at andres.cepeda@va.gov.

4. Proposal Contents and Due Date. In response to this Solicitation for Proposals, submit proposals with cover letter **NLT December 27, 2017; 5:00 PM Eastern Standard Time (EST)**. Proposals shall be submitted in separate volumes for each factor, as indicated in paragraph 1. Failure to follow the below Contract Proposal preparation instructions may cause your proposal to be deemed unacceptable by the Government.

- a. Technical Capability. The Technical Capability Volume should be clear, concise, and include sufficient detail for effective evaluations and for substantiating the validity of stated claims in the Offeror's proposal. Legibility, clarity and coherence are very important. Your responses will be evaluated against the Technical factors/elements defined in FAR clause 52.212-2, Evaluation – Commercial Items.
- b. Past Performance. The Past Performance evaluation will be accomplished by reviewing aspects of an Offeror's recent and relevant Past Performance, focusing on and targeting performance which is relevant to the Northport Diesel Generators Service. The offeror's most recent and relevant past performance information on Diesel Generators Service Maintenance agreement in support of facilities: similar in size, scope, and complexity to the services being procured under this solicitation, performed for Government agencies and/or commercial customers within the last three (3) years from the solicitation release date. Past performance can be for the prime, subcontractor, or a combination of the prime and subcontractor. Offerors shall include a name, telephone number, and fax or email for each contract listed.
 - (1) The Government reserves the right to obtain past performance data from other sources than those identified by the offeror in evaluating past performance. This includes, but not limited to, the Past Performance Information retrieval System (PPIRS), Federal Awardee Performance and Integrity Information System (FAPIS), Electronic Subcontract Reporting System (eSRS), or other databases; interviews with Program Managers, Contracting Officers, and Fee Determining Officials. Offerors are reminded that both independent data and data provided by offerors in their proposals may be used by the Government to evaluate offeror past performance. However, the burden of providing thorough, complete, and current past performance information as requested in this paragraph remains with the offerors. All past performance comments received will be taken into account and could affect the overall rating. The overall past performance evaluation is a subjective decision based on the whole of all data received.
 - (2) In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance. Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable".
- c. Price. The Price Volume shall be organized into the following general outline:

- (1) Contract Pricing Matrix. Contracting Pricing Schedule & Pricing Narrative. The pricing schedule shall be submitted fully completed and error free. It shall contain the Offeror's prices for the established Contract Line Item Numbers (CLINs) which shall include fully burdened rates. Offers shall provide the proposed prices for the Base Year and Option Periods. Subtotal prices for each year and the total contract price shall also be provided.
- d. RFQ Documents. Offerors are required to submit a completed SF1449 (including acknowledgement of Amendments) and FAR Provision 52.212-1. The documents will be organized as follows and contain the identified information.
- (1) Executive Summary. Provide an executive summary that introduces the contractor team and proposal submission, to include a list of team members and subcontractors and the task areas they are designated to provide support. The executive summary shall also include a list of the proposal package contents.
 - (2) Signed SF 1449 and Amendments. The SF 1449 will be submitted fully completed. The offeror is cautioned that the SF 1449 must contain an original signature in block 30a of the form. The contract will acknowledge all amendments to the RFQ in accordance with the instructions on the SF 1449 and with Addendum to FAR 52.212-1, Instruction to Offerors – Commercial Items.
 - (3) Contact Information. The Offeror shall provide a contact list (with phone numbers, fax numbers, mailing addresses, email addresses, etc.) including the name and title of the company/division point of contact regarding decisions made with respect to your proposal and who can obligate your company contractually. Also, identify those individuals authorized to negotiate with the Government on behalf of your company.
 - (4) Responsibility Statement. The Offeror shall submit a statement of their responsibility in accordance with FAR 9.104-1 along with supporting documents, such as an Annual Profit and Loss Statement, or other such document to indicate that the Offeror possess adequate financial responsibility, or the ability to obtain such resources. This will be used in the Government's determination of responsibility for the Offeror.
 - (5) Representation, Certification, and Other Statements of Offerors. In accordance with provisions FAR 52.212-3, Offerors Representations and Certifications – Commercial Items, the offeror will ensure that Representation, Certifications, and Other statements are submitted thoroughly completed with all blocks in each certification/representation completed truthfully and completely. If offeror has completed Representations, Certifications, and Other Statements of Offerors via the System for Award Management (SAM) (www.sam.gov), please indicate date registered and date of expiration.
 - (6) Organizational Conflict of Interests (OCI) Mitigation Plan (If Applicable). Each offer shall provide an OCI mitigation plan, if applicable, to its proposal.

(End of Addendum to 52.212-1)

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

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

Lowest Price Technically Acceptable (LPTA)

Technical Capability

Past Performance

Price

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

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

(End of Provision)

(Addendum to FAR 52.212-2)

- (a) **Basis of Award:** This is a best value selection conducted in accordance with Federal Acquisition Regulation (FAR) FAR PART 12.203. Award shall be made to a single Offeror who is deemed responsible in accordance with the FAR, whose proposal conforms to the solicitation requirements, and whose proposal, judged by an overall assessment of the evaluation criteria and other considerations specified in this solicitation, represents the Lowest Price Technically Acceptable offer. A basis for trade-offs between cost/price and non-cost/price factors are not permitted.

Award will be made to the offeror whose proposal is deemed technically acceptable (technical capability and past performance) and offers the lowest price.

The Government will evaluate the offeror's technical proposal to determine whether it satisfies the minimum for successful contract performance. In order to be considered for award, offerors proposal must receive 'acceptable' rating in every non-priced factor and element.

The Government will evaluate proposed prices for reasonableness. Proposed prices evaluated as unreasonable may be grounds for eliminating an offer from competition. Price analysis techniques in accordance with FAR 12.209 will be used to determine the total evaluated price to support the selection of the lowest price technically acceptable offeror.

The Government intends to evaluate proposals and award a maximum of one (1) contract without discussions with offerors. Therefore, the offeror's initial proposal should contain its best terms from a technical and price standpoint.

The Contracting Officer will make a determination of responsibility in accordance with the standards of FAR 9.104. In order to be determined responsible, a prospective contractor must meet all standards of FAR 9.104-1.

(b) Evaluation Criteria.

The Evaluation Criteria consists of three (3) evaluation factors: Technical Capability, Past Performance, and Price.

Factor 1: Technical Capability

Factor 2: Past Performance

Factor 3: Price

A single rating system will be used to evaluate the Technical Capability factor, as indicated below; a separate rating system will be used to evaluate Past Performance. Price will be evaluated for reasonableness and will not receive an adjectival rating.

(1) Factor I – Technical Capability: The Technical Capability evaluation provides an assessment of the offeror's capability to satisfy the Government's requirements. The Offerors shall be considered technically acceptable when the Offerors' proposal successfully meets the requirements as specified in the Statement of Work.

- a. The Technical Capability submission will receive one of the adjectival ratings at Table A-1. The compilation of the Element adjectival ratings will form the basis of the factor rating.

Table A -1. Technical Capability Ratings Acceptable/Unacceptable Ratings	
Rating	Description
Acceptable	Proposal clearly meets the minimum requirements of the solicitation.
Unacceptable	Proposal does not clearly meet the minimum requirements of the solicitation.

(2) Factor II – Past Performance: The Past Performance evaluation will assess the offeror's probability of meeting the solicitation's requirements as indicated by that offeror's record of

past performance. Past Performance is assessed at the factor level after evaluating aspects of the offeror's recent past performance and focusing on performance that is relevant to the services being procured under this solicitation. Offerors are cautioned that in conducting the performance risk assessment, the Government may use data provided in the offeror's proposal and data obtained from other sources, such as the Past Performance Information retrieval System (PPIRS) or similar system and State Department Watch Lists. Past Performance areas of evaluation include:

- i. Business Relations
 - ii. Quality of Service
 - iii. Schedule
 - iv. Customer Satisfaction
- (i) Each offeror will receive a performance confidence assessment rating based on the Offeror's recent past performance, focusing on performance that is relevant to the Contract requirements.
 - 1) Recency Assessment. An assessment of the past performance information will be made to determine if it is recent. To be recent, the effort must be ongoing or must have been performed during the past 3 years from the date of issuance of this solicitation. Past performance information that fails this condition will not be evaluated.
 - 2) Relevance Assessment. To be relevant, the effort must be similar in nature of work, size, and complexity. The Government will conduct an in-depth evaluation of all recent performance information obtained to determine if it is the same or similar in nature of work, size, and complexity to the services/products being procured under this solicitation. Recent past performance is defined as not more than 3 years from the RFQ release date; relevant in terms of similar nature of work, size and complexity.

A relevancy determination of the offeror's (including joint venture partner(s) and major and critical subcontractor(s)) past performance will be made. In determining relevancy for individual contracts, consideration will be given to the effort, or portion of the effort, being proposed by the offeror, teaming partner, or subcontractor whose contract is being reviewed and evaluated. In establishing what is relevant for the acquisition, consideration should be given to what aspects of an offeror's contract history would give the most confidence that the offeror will satisfy the current procurement. The past performance information provided in the proposal and obtained from other sources will be used to establish the relevancy of past performance.
 - 3) The Past Performance Evaluation team will review this past performance information and determine the quality and usefulness as it applies to performance confidence assessment.

- 4) Assigning Ratings. The Past Performance Factor will be assigned one of the ratings defined below:

Table A-2. Past Performance Evaluation Ratings	
Rating	Description
Acceptable	Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is known.
Unacceptable	Based on the offeror's performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.

- 5) Offerors without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance. Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable."
- 6) If the Contracting Officer determines that a small business's past performance is not acceptable, this matter shall be referred to the Small Business Administration.

(3) Factor III – Price.

(End of Addendum to FAR 52.212-2)

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

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

Forced or indentured child labor means all work or service—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

“Sensitive technology”—

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

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

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

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

Service-disabled veteran-owned small business concern—

(1) Means a small business concern—

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

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

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

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

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

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—
 - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
 - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

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

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

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

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

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

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

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

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

(2) The offeror has completed the annual representations and certifications electronically via the SAM website access through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

[List as necessary]

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

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

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

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

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

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

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.	Country of Origin
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[List as necessary]

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

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

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

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

_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Other End Products:

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

_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
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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 used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

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

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

(2) ☐ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

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

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

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

(4) *Type of organization*.

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

(5) *Common parent.*

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

Name _____.

TIN _____.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: ____.

Immediate owner legal name: ____.

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

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

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

Highest-level owner CAGE code: ____.

Highest-level owner legal name: ____.

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

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

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

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

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

(2) The Offeror represents that—

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

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

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

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

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

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

Predecessor legal name: ____.

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

(s) [Reserved]

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

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

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a

greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

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

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

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

(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)

E.4 52.219-27 NOTICE OF SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (NOV 2011)

(a) *Definition.* "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).

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

(1) Contracts that have been set aside or reserved for service-disabled veteran-owned small business concerns;

(2) Part or parts of a multiple-award contract that have been set aside for service-disabled veteran-owned small business concerns; and

(3) Orders set aside for service-disabled veteran-owned small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) *General.*

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

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

(d) *Agreement.* A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for—

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other service-disabled veteran-owned small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other service-disabled veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns.

(e) A joint venture may be considered a service-disabled veteran owned small business concern if—

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small

business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

(3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation.

(4) The joint venture meets the requirements of 13 CFR 125.15(b)

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

(End of Clause)

E.5 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.6 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)