• **Impact of E4 Training and Field Auditing of GSA Heartland Facilities** provides a summary of the measures taken and results realized from a building tune-up effort at multiple GSA buildings.

• GSA offers the Shave Energy program. Ask the Property Manager to contact the Regional Energy Manager to obtain more information through the password-protected Shave Energy website at [https://sites.google.com/a/gsa.gov/national-shave-energy-program/](https://sites.google.com/a/gsa.gov/national-shave-energy-program/).

• **Operations and Maintenance Best Practices – A Guide to Achieving Operational Efficiency (Release 3.0)** outlines best practices that will help building owners and operators implement effective O&M for systems and equipment found at their facilities.

**Building/equipment changes** may present unique opportunities to realize energy and/or water efficiency improvements. These changes may be driven by the need to replace failed or end-of-life equipment/systems, or simply by the economics where the energy and/or water savings will “pay for” the investment of purchasing and installing the new equipment. In cases where replacement is needed because of failure, unreliable operations, or end of useful life, a replacement approach should take into consideration the efficiency opportunities available because these opportunities will not be available again until the next replacement cycle. It is for this reason that, per Federal regulation, a lifecycle cost analysis is to be completed as part of the replacement project design. Sites are strongly discouraged from using a like-in-kind replacement approach for replacement and retrofit projects because this approach relies on old and usually inefficient technologies to reduce design costs, and the perception of reduced risk when operating. GSA encourages its contractors to identify and propose replacement and retrofit projects that will improve building operations and result in increased energy and/or water efficiency. Resources available to help identify energy and water efficient products are available through Energy Star® and FEMP covered products.

**Occupant behavior changes** can also result in significant resource savings. One area that GSA would like to highlight is working with the building tenants to minimize the impact of overtime utility requests. The monthly energy and water efficiency report includes a section to summarize the overtime utility requests for each monthly period. This report section should capture the actions taken by the Contractor to identify and implement related opportunities that were proposed to GSA and/or initiated, such as identification of satellite equipment/systems that provide services only locally and at the tenant’s expense; tenant submetering of utilities for awareness and/or tenant billing (cost allocation); coordination with the tenants on criteria for overtime utility requests; and building-wide energy awareness activities. The outcome for each of these respective actions should be characterized.

4. Recommendations for the next contract period – provide a list of recommended actions that will improve energy and water efficiency that should be considered for the next contract year. Include estimates of outcomes for each recommendation, making use of supporting data and calculations when practical. Recommendations should address operational efficiency, retrofit projects (see reporting item 5 below for additional presentation of information for retrofit projects, and occupant behavior initiatives). Examples might include new start-up and shut-down
strategies, adjustment of set-points, building tune-up training and implementation, Shave Energy participation, metered data analysis, overtime utility reduction programs, etc.

5. Contractor identified projects proposed – provide a summary list of recommended projects that, based on the Contractor’s estimates, can increase the energy and/or water efficiency of the building. These projects may address replacing end-of-life equipment/systems, retrofitting existing equipment/systems based on cost-effectiveness resulting from resource savings (energy, water, and/or staff time), or installing new equipment such as sensors that can support improved systems operations. At a minimum, include the following information for each proposed project: brief description of the project and its intended outcome; equipment/systems being addressed; proposed solution; estimated cost; estimated time to complete the project; estimated savings by resource; and identification of potential risks or installation issues. Background information including potential equipment information, design sketches (if available), and resource savings calculations should be available for GSA if this information is requested.

6. Overall Contractor assessment of performance – provide a summary assessment of the Contractor performance that addresses the energy and water efficiency realized in the building for the contract period. This assessment should take into account the building’s performance against the established performance targets allowing for consideration given to performance variables such as weather, occupancy including overtime utility requests, major systems condition, and Contractor implemented measures. Contractor implemented measures should be summarized and assessed for their performance against estimates and overall performance. The assessment should also address the Contractor’s performance against the measures agreed upon by GSA and the Contractor at the start of the contract period. Include an overall assessment of performance in terms of success, areas/opportunities for improvement, and lessons learned.

7. Propose and prioritize efficiency measures for the next contract year – provide in priority order (highest priority first) the efficiency measures that the Contractor proposes for the new contract year. Measures may be operational changes, building/equipment changes, and/or occupant behavior-based action that are intended to cost-effectively support resource efficiency improvement. Include for each proposed action the estimated cost to complete and estimated impact on building resource use. It is recommended that GSA support actions required for action implementation also be listed.

GSA REVIEW AND RESPONSE ELEMENTS

GSA1. GSA Reviewing Official:

GSA2. Date review completed by GSA:
GSA3. Confirmation of meeting between Property Manager and Contractor – date, participants, and summary of outcomes. This annual reporting process was developed to obtain these key outcomes:

- Review the Contractor’s overall performance in supporting and achieving GSA’s goals for energy and water efficiency. This review is accomplished by reviewing the overall energy and water use against the established targets, reviewing the actions completed during the contract year, and subjectively assessing the Contractor’s overall performance. This is not intended to be a pass/fail exercise, but rather an opportunity for the Contractor and GSA to review and discuss expectations and their associated outcomes.

- Identify and prioritize energy and water efficiency actions to be completed during the next contract year. These measures will be primarily identified by the Contractor in their report recommendations, and through discussions with the Property Manager, which will take into account building plans and needs, tenant concerns, and GSA’s estimate of what are reasonable and achievable targets. Outcomes should be an agreement between the Contractor and GSA on the following:
  - A prioritized list of actions to be addressed during the next contract year
  - Revised energy and water performance targets for the next contract year.

An approach to developing revised energy and water performance targets is as follows:

- Review most recent 12-month performance – Btu/GSF and Gal/GSF.
- Identify factors (independent variables) impacting energy and water use over the review period such as space vacancies, tenants moving in, extreme and/or mild weather, major equipment issues and failures, new building equipment and/or materials installed, overtime utility requests. Using estimates subjectively assess the impact of these factors.
- Identify adjustments for planned building activities during the next contract year—scheduled vacancies/move-outs, tenants moving in, planned renovation and retrofit projects, new tenant support requirements, etc.
- Estimate the energy and water use impact resulting from efficiency measures agreed upon by the Contractor and GSA during this annual review. Savings from individual measures should be based on their estimated completion date.
- Baseline consideration that takes into account the building energy and water performance against of other similar buildings. This adjustment recognizes that different buildings have different levels of efficiency opportunities available. For example, buildings achieving an Energy Star® designation (Energy Star® rating of 75 or greater) should, in general, have fewer cost-effective opportunities than building with lower ratings. Buildings may also be compared against other similar GSA buildings as identified.

It is strongly recommended that the Property Manager engage the Regional Energy Coordinator in the annual review, prioritization, and target setting process.
## EXHIBIT 12  QUALIFICATIONS OF ELECTRICAL TESTING TECHNICIANS (ETT)

(ANSI/NETA ETT-2010 Standard for Certification of Electrical Testing Technicians)

<table>
<thead>
<tr>
<th>TITLE:</th>
<th>Trainee Technician</th>
<th>Assistant Technician</th>
<th>Certified Technician</th>
<th>Certified Senior Technician</th>
</tr>
</thead>
<tbody>
<tr>
<td>LEVEL:</td>
<td>Level I</td>
<td>Level II</td>
<td>Level III</td>
<td>Level IV</td>
</tr>
<tr>
<td>EDUCATION AND TRAINING:</td>
<td>High School / GED</td>
<td>Safety 40 hours</td>
<td>Safety 24 hours addl</td>
<td>Safety 40 hours addl</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Electrical 160 hours</td>
<td>Electrical 240 hours</td>
<td>Electrical 200 hours addl</td>
</tr>
<tr>
<td>RELATED EXPERIENCE:</td>
<td>None</td>
<td>Two Years*</td>
<td>Five Years*</td>
<td>Ten Years*</td>
</tr>
<tr>
<td>TYPICAL DUTIES:</td>
<td>None</td>
<td>Generally requires</td>
<td>Capable of supervising</td>
<td>Supervises large projects,</td>
</tr>
<tr>
<td></td>
<td></td>
<td>direct supervision.</td>
<td>Levels I and II. Routine</td>
<td>multiple crews.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Responsible for safety of self.</td>
<td>and moderately complex projects.</td>
<td>Works independently.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Understands hazardous electrical</td>
<td>Record keeping. Safety of others.</td>
<td>More complex investigations, tests, and evaluations.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>energy control procedures.</td>
<td>Switching. Evaluations.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Test equipment set up and removal. Cleaning.</td>
<td>Test for de-energized locked out/tagged out equipment.</td>
<td></td>
<td></td>
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<tr>
<td>EXAMINATION:</td>
<td>By employer</td>
<td>By certifying organiz-</td>
<td>By certifying organiza-</td>
<td>By certifying organiza-</td>
</tr>
<tr>
<td></td>
<td></td>
<td>tion 70% minimum score</td>
<td>tion 70% minimum score</td>
<td>tion 70 % minimum score</td>
</tr>
</tbody>
</table>

**NOTE:** Candidates for Levels II, III, IV must have met the qualifications for all previous levels.

* Completion of two or more years of technical education in an electrical field shall be equivalent to a maximum of one year of experience.
Exhibit 13 INVENTORY/CMMS

Exhibit 15 N-CMMS
Equip Temp
Per Section C.35.2 Maintenance Standard refer to Public Buildings Service Operations and Maintenance Standards 2012 (PM Guide).
Please use the worksheet below in order to complete the monthly recycling, solid waste and trash report.
K. REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS/OFFERORS

52.209-7 – INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

As prescribed in 9.104-7(b), insert the following provision:

(a) Definitions. As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than $10,000,000” means—

1. The total value of all current, active contracts and grants, including all priced options; and

2. The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

1. Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

   (i) In a criminal proceeding, a conviction.

   (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

   (iii) In an administrative proceeding, a finding of fault and liability that results in—

      (A) The payment of a monetary fine or penalty of $5,000 or more; or

      (B) The payment of a reimbursement, restitution, or damages in excess of $100,000.
(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via https://www.acquisition.gov (see 52.204-7).

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS (APR 2016)

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through http://www.acquisition.gov. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (r) 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
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 the 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 SAMwebsite.
(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through https://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation 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 ____________.

(Offeror to identify the applicable paragraphs at (c) through (r) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.)

(c) Offerors must complete the following representations when the resulting contract is to 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.

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

(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.

(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 changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [], is, [ ] is not a HUBZone 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 each HUBZone small business concern participating in the HUBZone joint venture.
The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: __________. Each HUBZone small business concern participating in the HUBZone 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:
(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”:

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<th>LINE ITEM NO.</th>
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Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

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[List as necessary]

   (iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or 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:

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[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:

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(4) **Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.** If Alternate III to the clause at 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:

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(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

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<th>Line Item No.</th>
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[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; and

(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. §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.
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. §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. §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). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

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<th>Listed End Product:</th>
<th>Listed Countries of Origin:</th>
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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 is 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 manu-
factured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufac-
ture 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 man-
ufactured outside the United States); or

(2) [ ] Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certifi-
cation 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.) [The contracting officer is to
check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(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 perform-
ing work under the contract will be the same as that used for these employees and equiv-
alent 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 certi-
fy 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 busi-
ness 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)(ii));

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

[ ] TIN: ____________________.

[ ] TIN has been applied for.

[ ] TIN is not required because:

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

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.
[] Sole proprietorship;

[] Partnership;

[] Corporate entity (not tax-exempt);

[] Corporate entity (tax-exempt);

[] Government entity (Federal, State, or local);

[] Foreign government;

[] International organization per 26 CFR 1.6049-4;

[] Other ____________________.

(5) Common parent.

[] Offeror is not owned or controlled by a common parent:

[] Name and TIN of common parent:

Name ____________________________________

TIN ______________________________________

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

(2) Representation. The offeror represents that—

(i) It [ ] is, [ ] is not an inverted domestic corporation; and

(ii) It [ ] is, [ ] is not a subsidiary of an inverted domestic corporation.

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

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.
(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: ____________________________________________

Immediate owner legal name: ____________________________________________

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity:

[ ] Yes or [ ] No.
(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code:_____________________________________________

Highest level owner legal name:____________________________________________

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

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

(1) As required by section 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 and 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).

(End of Provision)
L. INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS/OFFERORS

PROVISIONS INCORPORATED BY REFERENCE

52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (APR 2014)

52.223-1 BIOBASED PRODUCT CERTIFICATION (MAY 2012)

52.223-4 RECOVERED MATERIAL CERTIFICATION (MAY 2008)

SUBMISSION REQUIREMENTS

PRICE AND BUSINESS PROPOSAL

Each offeror shall submit a proposal containing the following:

1. PRICE PROPOSAL

The offeror shall complete and return an original, signed Standard Form (SF) 1449 (Solicitation/Contract/Order for Commercial Items) with its offer. Offerors shall price all contract line items. Failure to price all line items may be grounds for determining an offeror to be non-responsive to the solicitation.

2. CONTRACTOR TEAM ARRANGEMENT

If the offeror is proposing a Contractor Team Arrangement in accordance with Federal Acquisition Regulation (FAR) Subpart 9.601 (1), either as a Joint Venture or Partnership, it shall:

   a. All offers submitted must include a copy of an executed joint venture or partnership agreement (with original signatures) which fully discloses the legal identity of each member, the relationship between the members, the form of ownership of each member, and any limitations on liability or authority for each member;
   b. An authorized representative of each member of the joint venture or partnership must sign the SF 1449 accompanying an offer;
   c. In the case of corporations that are joint venture or partnership members, the corporation secretary must certify that the corporation is authorized to participate in the joint venture or partnership, either by so certifying in the joint venture or partnership agreement, or by submitting a separate certification to the Government. The joint venture or partnership must also provide a certificate that identifies a principal representative of the joint venture or partnership with full authority to bind the joint venture or partnership;
   d. In the case of a small business set-aside, all offers submitted must include documentation to demonstrate that the Team proposed meets the requirements of the particular small business program utilized.
If the offeror is proposing a Contractor Team Arrangement in accordance with FAR Subpart 9.601(2), as a prime contractor with one or more significant subcontractors, it shall:

a. All offers submitted must include a copy of any executed subcontract or written agreement (with original signatures) or other documentation clearly explaining the nature and extent of the contractual relationship. Clearly define the proposed roles and responsibilities of each Team Member;

b. All offers submitted shall clearly indicate how the prime contractor plans to meet FAR Clause 52.219-14, Limitations on Subcontracting, which requires that at least 50% of the cost of contract performance be incurred for personnel that are employees of the prime contractor.

c. In the case of a small business set-aside, all offers submitted must include documentation to demonstrate that the Prime Contractor meets the requirements of the particular small business program utilized.

3. CURRENT CERTIFIED FINANCIAL STATEMENT(S)

Offerors shall submit a copy of the last certified financial statement prepared for the offerors firm along with a copy of any interim reports since the closing date of that statement. These statements will be used in determining the offeror’s financial capacity to perform the work required by this contract. Offerors may use GSA Form 527 to disclose financial information in lieu of submitting a certified financial statement.

In the case of a Joint Venture or Partnership proposed in accordance with FAR Subpart 9.601(1), a current, certified financial statement or a GSA Form 527 is required from each member of the joint venture or partnership.

4. REPRESENTATIONS AND CERTIFICATIONS OF OFFERORS

See FAR Clause 52.212-3 (Offeror Representations and Certifications – Commercial Items) for submission requirements.

In the case of a Joint Venture or Partnership proposed in accordance with FAR Subpart 9.601(1), representations and certifications are required from each member of the joint venture or partnership in accordance with FAR Clause 52.212-3.

TECHNICAL PROPOSAL

Each offeror shall submit a proposal containing the following:

1. PAST PERFORMANCE OF THE FIRM(S)

This factor considers how well an offeror has performed in the past. Past performance is a key indicator of future performance.
The offeror shall provide a minimum of three (3) formal Past Performance Evaluations completed through the Past Performance Information Retrieval System (PPIRS) or a similar Government evaluation system within the past five (5) years for projects that are similar in magnitude, scope and complexity to that identified in this solicitation.

If the above requirement cannot be completely satisfied through formalized evaluations, the offeror is to indicate that in its proposal and is responsible to ensure that the attached Contractor Performance Assessment Report (CPAR) form(s) is/are completed to satisfy the minimum requirement. These forms are to be completed and submitted by the reference directly to GSA. Ensure that the form is thoroughly completed, including the narrative portions, to allow a proper comparison of magnitude, scope and complexity to the services identified in this solicitation. The narratives shall provide the detail describing the contract requirements including any key subcontractors used (block 15). Block 20 shall be used to describe why the ratings in block 18 were given. Completed CPAR forms received by the Government after the date and time established for receipt of proposals shall not be accepted. Please be advised that the failure to receive this information may adversely impact the assessment of your firm’s past performance and overall proposal. The contact identified by the offeror shall complete the form and submit directly to:

General Services Administration, PBS, 1PQB
Attn: Robert Budlong, Contract Specialist
10 Causeway Street, Room 1100
Boston, MA 02222

If the offeror is proposing a Contractor Team Arrangement in accordance with Federal Acquisition Regulation (FAR) Subpart 9.6, it shall clearly indicate whether the Past Performance Evaluations provided in accordance with the above were for projects completed by the same Team. If the proposed Team has not performed together in the past, then separate Past Performance Evaluations for each Team Member (3 each in accordance with the above) are required.

In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance. The Offeror, however, must affirmatively state this in its proposal to identify the status to GSA.

The Government reserves the right to verify past performance evaluations by reviewing CPARS or other Government appraisal systems. The Government will rely on the written evaluations provided, but may also check any cited references to verify supplied information.

The Government is not limited to the evaluations provided. Any additional sources of information concerning the offeror’s past performance which the government becomes aware of can be considered in the evaluation of the contractor’s past performance.
2. **EXPERIENCE OF THE FIRM(S)**

This factor considers the extent of the Offeror’s past experience as a firm in providing similar services. For each contract provided in the above Evaluation Factor (“Past Performance of the Firm(s)”), the Offeror shall explain the following in a detailed narrative:

a. how the characteristics of each of the selected contracts above relate to the services required by this solicitation;

b. how these contracts demonstrate the firm’s capability to successfully perform these services.

The degree of similarity (as defined by the individual elements listed in the above Evaluation Factor) of the projects presented is more important than the quantity of the projects presented. Projects that satisfy more of the criteria will be rated more highly than projects that satisfy fewer criteria.

This factor will be evaluated based upon the written response to the RFP by the Offeror and the past experience demonstrated by the presented projects. **If the Offeror materially misrepresents information relating to its experience, the Contracting Officer may reject the proposal.** For each contract provided in response to this factor, the Offeror shall explain in a detailed narrative how the characteristics of the selected contract relate to the services required by this solicitation. Information shall include at least three (3) “similar” contracts significantly completed within the past five (5) years. A similar project is defined as a project that is comparable in magnitude, scope, complexity and duration to the requirements as defined by this Request for Proposal, including Scope of Work.

If the offeror is proposing a Contractor Team Arrangement in accordance with Federal Acquisition Regulation (FAR) Subpart 9.6, it shall clearly indicate in the detailed narrative whether the contracts provided in accordance with the above were completed by the same Team. If the proposed Team has not performed together in the past, then separate contracts and detailed narratives for each Team Member (3 each in accordance with the above) are required.

3. **MANAGEMENT PLAN**

The Management Plan shall be limited to no more than forty (40) typewritten pages, including resumes and brochures, and shall address all critical elements of the solicitation. At a minimum, the Management Plan shall address the elements below:

1. If the offeror is proposing a Contractor Team Arrangement in accordance with Federal Acquisition Regulation (FAR) Subpart 9.601(2), as a prime contractor with one or more subcontractors, it shall completely address both how the prime plans to manage the subcontractor(s) to ensure contract performance and how the prime will be able to con-
continue uninterrupted performance in the event that the approved subcontract(s) are terminated by either party(s).

2. An organizational chart illustrating key personnel both on- and off-site;

3. A staffing plan listing positions to be staffed by trade and scheduled hours. This plan should identify on-site representatives, and outline their roles, responsibilities and levels of authority. Describe the methodology to be used to evaluate on-site staffing performance initially and on an on-going basis;

4. Resume(s) for any individual(s) designated to have supervisory authority and for any person considered key to the successful administration of the contract. Resumes shall include a description of the duties, skills, abilities, experience and education of the individual. Resumes shall include a list of professional licenses and certifications, along with formal training and other minimum qualifications, as required by the Statement of Work and applicable industry standards;

5. A list of proposed subcontractors and the type of work they will be performing;

6. A Quality Control (QC) Outline. The QC outline shall describe the offeror's quality control system and should identify responsible officials, the level, methods and frequencies of inspections and the procedures to follow-up and correct deficiencies. Included in the Quality Control Outline, the contractor is to provide an outline Preventative Maintenance (PM) Plan, detailing proposed maintenance service frequencies for equipment to be maintained at the sites.

7. A Customer Service Plan to ensure that positive customer relations are maintained. The Customer Service Plan should include procedures for service call response and communications with customers;

8. An emergency response plan to demonstrate the firm's ability to respond to unexpected events such as floods;


10. Describe the staffing approach for handling additional service requests in conjunction with the daily maintenance schedule. Include approach to cover unexpected workload fluctuations and absences such as sick leave, vacations and training.

11. Describe the approach to be taken in handling activities relating to the transition to GSA’s National CMMS and discuss the methodology for handling activities relating to this prior to implementation of the National CMMS. These activities include work order and preventative maintenance tracking, PM schedule management, miscellaneous hours tracking, etc.
12. Show who has purchase authority for the company and how that is managed in emergency situations.

4. ENVIRONMENTAL CONSIDERATION PLAN

The Environmental Plan should describe the offeror’s proposed plan to assist PBS in attaining GSA’s goal of achieving a Zero Environmental Footprint. GSA’s Zero Environmental Footprint goals include ceasing to produce carbon emissions, use virgin materials or produce waste, thereby eliminating any negative environmental impact caused by the building and its occupants.

The plan should describe a system for identifying and complying with the various environmental, energy conservation, affirmative procurement program, recycling, use of environmentally preferable products and recycled content products, and other green standards set forth in the statement of work.

The plan should address methods the contractor will use to reduce consumption of non-renewable resources, minimize waste and environmental impact, and to create a healthy productive environment. All aspects of the proposed plan must be consistent with the Statement of Work.

SITE VISIT(S)

All offerors are strongly encouraged to visit the site(s). Unless modified by the Government via Amendment, sites visit(s) will occur on the following days:

Sites visits will be held on the following date:

June 22, 2016 at 10:00 AM Eastern Time

Location:

Burlington USPO & Courthouse
11 Elmwood Avenue, Room 250
Burlington, VT 05401

Point of Contact:
Brian Fuller
Email  brian.fuller@gsa.gov
Work Number:  (802) 951-6365

SUBMISSION OF PROPOSALS:

A. Offerors are requested to submit one (1) electronic copy of its proposal, which includes both the technical and pricing data. Offerors shall provide an electronic copy of the entire proposal on disk or USB
Flash Drive. Proposals must be marked as **RFP GS-01P-16-BW-D-7004**. Proposals shall be received no later than **2:00 p.m. local time on July 14, 2016**. Proposals shall be sent to the following address:

General Services Administration  
ATTN: Robert Budlong, Contract Specialist  
Acquisition Branch, 1PQB  
T.P. O’Neill Federal Building  
10 Causeway Street, Room 1100  
Boston, MA 02222-1077

**B. Proposal Arrangement:** Each proposal shall consist of two (2) separate volumes; each individually titled and numbered as stated below:

<table>
<thead>
<tr>
<th>Volume No.</th>
<th>Volume Title</th>
<th>Number of copies</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>Price &amp; Business Proposal</td>
<td>One Electronic Copy</td>
</tr>
<tr>
<td>II</td>
<td>Technical Proposal</td>
<td>One Electronic Copy</td>
</tr>
</tbody>
</table>

Note Volumes I and II are to be individually and clearly labeled externally as to their contents (i.e., Volume I and Volume II). One package containing a complete set of the two volumes will be individually packaged and clearly labeled “Original”. The remaining copies of the Price & Business Proposal will be packaged together and labeled as “Price & Business Proposal”. The remaining copies of the Technical Proposal will be packaged together and labeled as “Technical Proposal”. **Prices and dollar values shall be stated in the Price volume only.**

Offerors are cautioned to make their initial offer their best offer. In accordance with FAR 52.212-1(g) the Government intends to award on the basis of initial offers, but reserves the right to conduct discussions if determined by the Contracting Officer to be necessary.

**NOTE TO OFFERORS REGARDING PRICE:**

Do not include allowance for any contingency to cover increased costs for which adjustments are provided for under the price adjustment clause contained in the Terms and Conditions of the Contract. Offerors shall price the option requirements for the option periods by assuming that the hourly wages and fringe benefits established by the Dept. of Labor Wage and Hour determination that is part of the solicitation will apply to all option periods. In the event an option is exercised by the Government, the contract price will be adjusted in accordance with Clause 52.222-43 Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple year and Option Contracts).

Offerors are cautioned that any offer may be rejected as non-responsive if it is materially unbalanced as to the prices for the options and the initial contract period. An offer is unbalanced when it is based on prices which are significantly less than cost for some work and prices which are significantly overstated for other work.
M. Evaluation Factors for Award

Evaluation - Commercial Items (FAR 52.212-2) (Jan 1999).

(a) The Government will award a contract resulting from this solicitation to the responsible offer or 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:

- Price
- Past Performance of the Firm(s)
- Experience of the Firm(s)
- Management Plan
- Environmental Consideration Plan

Please note that this procurement will be evaluated using simplified procedures per FAR 13.5.

(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.

PRICE EVALUATION

Price Reasonableness
Offers must include reasonable prices. The Contracting Officer may reject all offers containing prices determined to be unreasonably high or low.

Unbalanced Prices
All offers must include balanced prices. If this Solicitation requires unit prices, or bid rates, the Contracting Officer may reject any proposal determined to be unbalanced with respect to such prices or rates. A proposal may be deemed unbalanced if the Base Contract Price, unit prices, option prices or bid rates vary so markedly from the Government estimate or the range of such prices contained in competing offers as to materially reduce the effectiveness of the Total Evaluated Price formula in determining the potential cost of an offer in comparison to other, balanced, offers.

Total Evaluated Price
Total Evaluated Price shall be calculated using the prices indicated in the price proposal, using the following formula:

The Base Period Contract Price will be determined as follows:

The Base Period contract price for each offer will be determined as follows:
Base Period (12-Months):
Item 0001-Mechanical Maintenance for the Burlington FB multiplied by 12 months.
Item 0002-Fire Protection and Life Safety Systems at the Burlington FB multiplied by 12 months.
Item 0003-Mechanical Maintenance at the NOAA Building multiplied by 12 months.
Item 0004-Fire Protection and Life Safety Systems at the NOAA Building multiplied by 12 months.
Item 0005-Mechanical Maintenance at the Winston Prouty FB multiplied by 12 months.
Item 0006-Fire Protection and Life Safety Systems at the Winston Prouty FB multiplied by 12 months.
Item 0007-Additional Services Rate – Operations & Maintenance Services multiplied by 80 hours.
Item 0008-Additional Services Rate – Fire Protection & Life Safety Systems multiplied by 15 hours.
Item 0009-Emergency Overtime Rate Operations & Maintenance multiplied by 45 hours.
Item 0011- Reimbursable Repair Rate-Normal Working Hours multiplied by 80 hours.
Item 0012- Reimbursable Repair Rate-Normal Working Hours multiplied by 65 hours.

The total evaluated price for the base period will be the sum of items 0001 through 0012.

The Option Year 1 contract price for each offer will be determined as follows:

Item 1001-Mechanical Maintenance for the Burlington FB multiplied by 12 months.
Item 1002-Fire Protection and Life Safety Systems at the Burlington FB multiplied by 12 months.
Item 1003-Mechanical Maintenance at the NOAA Building multiplied by 12 months.
Item 1004-Fire Protection and Life Safety Systems at the NOAA Building multiplied by 12 months.
Item 1005-Mechanical Maintenance at the Winston Prouty FB multiplied by 12 months.
Item 1006-Fire Protection and Life Safety Systems at the Winston Prouty FB multiplied by 12 months.
Item 1007-Additional Services Rate – Operations & Maintenance Services multiplied by 80 hours.
Item 1008-Additional Services Rate – Fire Protection & Life Safety Systems multiplied by 15 hours.
Item 1009-Emergency Overtime Rate Operations & Maintenance multiplied by 45 hours.
Item 1010-Emergency Overtime Rate–Fire Protection & Life Safety Systems multiplied by 24 hours.
Item 1011- Reimbursable Repair Rate-Normal Working Hours multiplied by 80 hours.
Item 1012- Reimbursable Repair Rate-Normal Working Hours multiplied by 65 hours.

The total evaluated price for Option Year 1 will be the sum of items 1001 through 1012.

The Option Year 2 contract price for each offer will be determined as follows:

Item 2001-Mechanical Maintenance for the Burlington FB multiplied by 12 months.
Item 2003-Mechanical Maintenance at the NOAA Building multiplied by 12 months.
Item 2005-Mechanical Maintenance at the Winston Prouty FB multiplied by 12 months.
Item 2007-Additional Services Rate – Operations & Maintenance Services multiplied by 80 hours.
Item 2008-Additional Services Rate—Fire Protection & Life Safety Systems multiplied by 15 hours.
Item 2009-Emergency Overtime Rate Operations & Maintenance multiplied by 45 hours.
Item 2010-Emergency Overtime Rate—Fire Protection & Life Safety Systems multiplied by 24 hours.
Item 2011- Reimbursable Repair Rate-Normal Working Hours multiplied by 80 hours.
Item 2012- Reimbursable Repair Rate-Normal Working Hours multiplied by 65 hours.
The total evaluated price for Option Year 2 will be the sum of items 2001 through 2010.

The Option Year 3 contract price for each offer will be determined as follows:

Item 3001-Mechanical Maintenance for the Burlington FB multiplied by 12 months.
Item 3002-Fire Protection and Life Safety Systems at the Burlington FB multiplied by 12 months.
Item 3003-Mechanical Maintenance at the NOAA Building multiplied by 12 months.
Item 3004-Fire Protection and Life Safety Systems at the NOAA Building multiplied by 12 months.
Item 3005-Mechanical Maintenance at the Winston Prouty FB multiplied by 12 months.
Item 3006-Fire Protection and Life Safety Systems at the Winston Prouty FB multiplied by 12 months.
Item 3007-Additional Services Rate – Operations & Maintenance Services multiplied by 80 hours.
Item 3008-Additional Services Rate—Fire Protection & Life Safety Systems multiplied by 15 hours.
Item 3009-Emergency Overtime Rate Operations & Maintenance multiplied by 45 hours.
Item 3010-Emergency Overtime Rate—Fire Protection & Life Safety Systems multiplied by 24 hours.
Item 3011- Reimbursable Repair Rate-Normal Working Hours multiplied by 80 hours.
Item 3012- Reimbursable Repair Rate-Normal Working Hours multiplied by 65 hours.
The total evaluated price for Option Year 3 will be the sum of items 3001 through 3010.

The Option Year 4 contract price for each offer will be determined as follows:

Item 4001-Mechanical Maintenance for the Burlington FB multiplied by 12 months.
Item 4002-Fire Protection and Life Safety Systems at the Burlington FB multiplied by 12 months.
Item 4003-Mechanical Maintenance at the NOAA Building multiplied by 12 months.
Item 4004-Fire Protection and Life Safety Systems at the NOAA Building multiplied by 12 months.
Item 4005-Mechanical Maintenance at the Winston Prouty FB multiplied by 12 months.
Item 4006-Fire Protection and Life Safety Systems at the Winston Prouty FB multiplied by 12 months.
Item 4007-Additional Services Rate – Operations & Maintenance Services multiplied by 80 hours.
Item 4008-Additional Services Rate—Fire Protection & Life Safety Systems multiplied by 15 hours.
Item 4009-Emergency Overtime Rate Operations & Maintenance multiplied by 45 hours.
Item 4010-Emergency Overtime Rate—Fire Protection & Life Safety Systems multiplied by 24 hours.
Item 4011- Reimbursable Repair Rate-Normal Working Hours multiplied by 80 hours.
Item 4012- Reimbursable Repair Rate-Normal Working Hours multiplied by 65 hours.
The total evaluated price for Option Year 4 will be the sum of items 4001 through 4026.
The total evaluated price of the offer will be the sum total of the Base Period, Option Year 1, Option Year 2, Option Year 3 and Option Year 4.

TECHNICAL EVALUATION

Past Performance

(a) Past performance will be evaluated as a predictor of the offeror’s compliance with contract requirements and overall quality of performance.

(b) Past performance will be evaluated on the basis of information received by the Contracting Officer concerning the offeror's performance on other contracts, including information not submitted by the offeror. If the Contracting Officer becomes aware of required past performance information omitted from the offeror’s proposal, the Contracting Officer may draw a negative inference from the omission of such information.

Experience

(a) Experience will be evaluated as an indicator of the offeror's ability to perform the Contract contemplated by this Solicitation.

(b) Experience will be evaluated on the basis of information submitted by the Offeror indicating completion of similar projects. If the offeror materially misrepresents information relating to its experience, the Contracting Officer may reject the proposal.

Management Plan

(a) The Management Plan will be evaluated as an indicator of the Offeror's overall understanding of the Contract requirements.

(b) The Management Plan will be evaluated as an indicator of the Offeror’s overall ability to successfully manage all facets of the Contract requirements.

Environmental Consideration Plan

(a) The Environmental Consideration Plan will be evaluated as an indicator of the Offeror’s ability to assist GSA in achieving all environmental goals, standards and requirements as identified in the Evaluation Criteria.

REVIEW OF JOINT VENTURES AND PARTNERSHIPS

Proposed Joint Venture and Partnership Agreements will be reviewed for legal sufficiency.