

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	1. REQUISITION NUMBER PR-22-GPO-1911	PAGE 1 OF 14
			5. SOLICITATION NUMBER 040ADV-22-Q-0044	6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL: 	a. NAME HUGULEY, JOHN L	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/ LOCAL TIME 11/14/2022 10:00
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9. ISSUED BY GPO 732 North Capitol St NW Washington, DC, 20401, US	CODE GPO	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: 0 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8 (A) SIZE STANDARD:
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING
			14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP

15. DELIVER TO See Schedule	CODE	16. ADMINISTERED BY Same As Issuing Office	CODE GPO
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17a. CONTRACTOR/OFFEROR CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY CODE
TELEPHONE NO.	17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The Government Publishing Office Plant Operations business unit has a requirement for a NETA Certified vendor to provide inspection, testing and repair of electrical equipment services. This services will be performed at our Washington, DC location per attached Statement of work. All specification and requirements are provided in the attached statement of work.  <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)	31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>The Government anticipates awarding a Firm Fixed Price contract for a period of performance of no longer than 14 weeks after date of award. The Government intends to award a competitive firm fixed price contract.</p> <p>The quote should include the total cost including all material, hours and labor. The Government anticipates awarding to the offeror that provides the lowest price technically acceptable offer. The Offeror shall complete provision FAR 52.212-3. Instruction To Offerors All written material submitted shall be in 10 point Times New Roman Font, single spaced, and shall have 1 "margins left and right.</p> <p>The quote submitted shall include the following:</p> <ol style="list-style-type: none"> <li>1. Pricing: Provide a firm fixed price for one year and each option period to include monthly cost and per parking space cost.</li> <li>2. System for Award Management (SAM) registration info.</li> <li>3. Vendor address and TIN Number</li> </ol> <p>Quote shall be submitted in electronic format and emailed to John Huguley (Contract Specialist) at JHuguley@gpo.gov and Dyeshia Sampson ( Contracting Officer) at Dsampsom@gpo.gov no later than 10:00 AM (Eastern Time), November 14, 2022. Questions shall be directed to both Contracting Officer and Contract Specialist by November 4, 2022 no later than 10:00 AM E.S.T.</p> <p>Evaluation: Award will be made to the lowest priced technically acceptable offeror. In order to be technical acceptable, the offeror shall provide a quote of pricing and meet the requirements identified in the statement of work.</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN  
 RECEIVED     INSPECTED     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
	42b. RECEIVED AT ( <i>Location</i> )
	42c. DATE REC'D ( <i>YY/MM/DD</i> )
	42d. TOTAL CONTAINERS

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## Section B: Pricing

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
0001		THE INSPECTION, TESTING AND REPAIR OF ELECTRICAL EQUIPMENT (MEDIUM AND LOW VOLTAGE BREAKERS)	1	Each
Contract Type: Firm Fixed Price				
			Unit Price	
			Extended Price	
Description:				
Purchase Requisitions		PR-22-GPO-1911		

IDC Type:

Not Applicable

## Section C: Statement of Work (SOW)

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### THE INSPECTION, TESTING AND REPAIR OF ELECTRICAL EQUIPMENT (MEDIUM AND LOW VOLTAGE BREAKERS)

**1. BACKGROUND:** The GPO Power Branch of the Facilities Management Division is seeking a NETA certified vendor to provide the inspection and testing (repair as required) of electrical equipment to control power fed throughout GPO's 1.5 million square foot campus. Inability to control power breakers, transformers and other electrical devices throughout the facility can potentially result in a loss of power during critical production timeframes. The lack of power control mechanisms could also result in fire, electrocution or loss of life (in severe cases). The electrical breakers controlling the incoming feed of power from the utility supplier (Pepco) to GPO buildings are due for inspection and testing in order to ensure safety of the Facility Power Branch employees who maintain and operate these breakers.

**2. SCOPE:** The vendor shall provide all labor, material, and reports for the following areas:

- 2.1. Inspection of Control Equipment – Breakers
- 2.2. Equipment Testing
- 2.3. Equipment Repair – vendor shall be responsible to perform field repairs when possible. Government approvals are required prior to ordering and/or replacing major components found to be inoperable or defective.
- 2.4. Reporting on Existing Equipment.
- 2.5. Update existing one-line drawings as required.

**3. APPLICABLE DOCUMENTS:** See Attachment 1 with a list of breakers needed for inspection, testing and repair.

#### 4. SPECIFIC TASKS:

- 4.1. Set the data points based on pre-determined manufacturer's readings
- 4.2. Check the trip settings for the breakers based on each pre-determined manufacture's guidelines
- 4.3. Calibrate the breaker using the following criteria: 4.3.1. Current
- 4.3.2. In-balance
- 4.4. Put the breaker back in service
- 4.5. Label breaker with a two-year inspection date certification
- 4.6. Repeat each step for each one of the breakers

#### 5. DELIVERABLES AND DELIVERY SCHEDULE:

- 5.1. Bi-weekly Written Report in Microsoft Excel for status of each breaker before and after inspection and testing
- 5.2. Label Each breaker with a 2-year certification sticker from licensed and bonded Vendor

#### 6. GOVERNMENT FURNISHED EQUIPMENT AND INFORMATION:

- 6.1. GPO will remove all government furnished objects that are within the allowed working space.
- 6.2. GPO will provide a minimum electrical requirement of 115V at existing panels/outlets for vendor's testing equipment usage.

#### 7. PLACE OF PERFORMANCE:

U.S. Government Publishing Office, 732 North Capitol St. NW, Building C, Room 127, Washington, DC 20401.

**8. PERIOD OF PERFORMANCE:** 14 Calendar Weeks. (TBD)

Standard Hours of Operation are Monday-Friday 7:00am – 3:00pm

**9. SECURITY:**

9.1. Building entry requirements: 9.1.1. The vendor representatives shall exchange his/her valid federal or state identification (ID) for a GPO Visitor's Badge for entry into GPO facility.

9.1.2. Expired identification shall not be acceptable forms of ID.

9.1.3. Under no circumstances shall a visitor be granted access to GPO without proper identification

9.1.4. The Visitor's Badge shall be visible at all times as safety allows.

9.1.5. The vendor representatives shall be escorted at all times and/or in line of sight of the escort in the construction area.

9.2. Vendor's work vehicles, work bags, toolboxes, etc. may be subject to inspection on a daily basis and be checked when exiting the building each day. Diana Cheung (COR - work cell: 202-679-6173) and David Gioffre (Power Branch Supervisor – work cell: 202-409-2957) will be the Point of Contacts.

**10. SAFETY REQUIREMENTS:** To access GPO facility, the vendor must comply with "Government Publishing Office (GPO) Facility Access Requirements and Restrictions for Visitors" in accordance with Executive Order 14042 (Ensuring Adequate COVID-19 Safety Protocols for Contractors). Visitors can only enter the GPO to perform service by completion of the Certification of Vaccination (COV) form.

**11. SPECIAL CONSIDERATIONS:**

11.1. Vendor must have NETA certification to test breakers and label each breaker with a 2-year certification sticker

11.2. Vendor shall be responsible for expenses associated with traveling to GPO facility. The government will not provide reimbursement for expenses including but not limited to the following categories: printing, parking, mileage, meals, car rental, lodging, air travel, tolls.

**12. Point of Contact**

Contracting Officer

Phone: (202) 320-0089

Dyeshia Sampson Email: dsampson@gpo.gov

Contract Specialist

Phone: (202) 512-0081

John Huguley Email: jhuguley@gpo.gov

Contracting Officer Representative

Phone:

TBD Email:

## Section D: Contract Clauses

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52.232-12 52.232-12 Advance Payments (May 2001)

(a) *Requirements for payment.* Advance payments will be made under this contract (1) upon submission of properly certified invoices or vouchers by the Contractor, and approval by the administering office, \_\_\_\_\_, or (2) under a letter of credit.

The amount of the invoice or voucher submitted plus all advance payments previously approved shall not exceed \$ \_\_\_\_\_. If a letter of credit is used, the Contractor shall withdraw cash only when needed for disbursements acceptable under this contract and report cash disbursements and balances as required by the administering office. The Contractor shall apply terms similar to this clause to any advance payments to subcontractors.

(b) *Special account.* Until (1) the Contractor has liquidated all advance payments made under the contract and related interest charges and (2) the administering office has approved in writing the release of any funds due and payable to the Contractor, all advance payments and other payments under this

contract shall be made by check payable to the Contractor marked for deposit only in the Contractor's special account with the \_\_\_\_\_. None of the funds in the special account shall be mingled with other funds of the Contractor. Withdrawals from the special account may be made only by check of the Contractor countersigned by the Contracting Officer or a Government countersigning agent designated in writing by the Contracting Officer.

(c) *Use of funds.* The Contractor may withdraw funds from the special account only to pay for properly allocable, allowable, and reasonable costs for direct materials, direct labor, and indirect costs. Other withdrawals require approval in writing by the administering office. Determinations of whether costs are properly allocable, allowable, and reasonable shall be in accordance with generally accepted accounting principles, subject to any applicable subparts of Part 31 of the Federal Acquisition Regulation.

(d) *Repayment to the Government.* At any time, the Contractor may repay all or any part of the funds advanced by the Government. Whenever requested in writing to do so by the administering office, the Contractor shall repay to the Government any part of unliquidated advance payments considered by the administering office to exceed the Contractor's current requirements or the amount specified in paragraph (a) of this clause. If the Contractor fails to repay the amount requested by the administering office, all or any part of the unliquidated advance payments may be withdrawn from the special account by check signed by only the countersigning agent and applied to reduction of the unliquidated advance payments under this contract.

(e) *Maximum payment.* When the sum of all unliquidated advance payments, unpaid interest charges, and other payments exceed \_\_\_\_\_ percent of the contract price, the Government shall withhold further payments to the Contractor. On completion or termination of the contract, the Government shall deduct from the amount due to the Contractor all unliquidated advance payments and all interest charges payable. If previous payments to the Contractor exceed the amount due, the excess amount shall be paid to the Government on demand. For purposes of this paragraph, the contract price shall be considered to be the stated contract price of \$ \_\_\_\_\_, less any subsequent price reductions under the contract, plus (1) any price increases resulting from any terms of this contract for price redetermination or escalation, and (2) any other price increases that do not, in the aggregate, exceed \$ \_\_\_\_\_. Any payments withheld under this paragraph shall be applied to reduce the unliquidated advance payments. If full liquidation has been made, payments under the contract shall resume.

(f) *Interest.*

(1) The Contractor shall pay interest to the Government on the daily unliquidated advance payments at the daily rate specified in paragraph (f)(3) of this clause. Interest shall be computed at the end of each calendar month for the actual number of days involved. For the purpose of computing the interest charge-

(i) Advance payments shall be considered as increasing the unliquidated balance as of the date of the advance payment check;

(ii) Repayments by Contractor check shall be considered as decreasing the unliquidated balance as of the date on which the check is received by the Government authority designated by the Contracting Officer; and

(iii) Liquidations by deductions from Government payments to the Contractor shall be considered as decreasing the unliquidated balance as of the date of the check for the reduced payment.

(2) Interest charges resulting from the monthly computation shall be deducted from payments, other than advance payments, due the Contractor. If the accrued interest exceeds the payment due, any excess interest shall be carried forward and deducted from subsequent payments. Interest carried forward shall not be compounded. Interest on advance payments shall cease to accrue upon satisfactory completion or termination of the contract for the convenience of the Government. The Contractor shall charge interest on advance payments to subcontractors in the manner described above and credit the interest to the Government. Interest need not be charged on advance payments to nonprofit educational or research subcontractors for experimental, developmental, or research work.

(3) If interest is required under the contract, the Contracting Officer shall determine a daily interest rate based on the higher of (i) the published prime rate of the financial institution (depository) in which the special account is established or (ii) the rate established by the Secretary of the Treasury under Pub. L. 92-41 (50 U.S.C. App. 1215(b)(2)). The Contracting Officer shall revise the daily interest rate during the contract period in keeping with any changes in the cited interest rates.

(4) If the full amount of interest charged under this paragraph has not been paid by deduction or otherwise upon completion or termination of this contract, the Contractor shall pay the remaining interest to the Government on demand.

(g) *Financial institution agreement.* Before an advance payment is made under this contract, the Contractor shall transmit to the administering office, in the form prescribed by the administering office, an agreement in triplicate from the financial institution in which the special account is established, clearly setting forth the special character of the account and the responsibilities of the financial institution under the account. The Contractor shall select a financial institution that is a member bank of the Federal Reserve System, an "insured" bank within the meaning of the Federal Deposit Insurance Corporation Act

(12 U.S.C. 1811), or a credit union insured by the National Credit Union Administration.

(h) *Lien on special bank account.* The Government shall have a lien upon any balance in the special account paramount to all other liens. The Government lien shall secure the repayment of any advance payments made under this contract and any related interest charges.

(i) Lien on property under contract.

(1) All advance payments under this contract, together with interest charges, shall be secured, when made, by a lien in favor of the Government, paramount to all other liens, on the supplies or other things covered by this contract and on material and other property acquired for or allocated to the performance of this contract, except to the extent that the Government by virtue of any other terms of this contract, or otherwise, shall have valid title to the supplies, materials, or other property as against other creditors of the Contractor.

(2) The Contractor shall identify, by marking or segregation, all property that is subject to a lien in favor of the Government by virtue of any terms of this contract in such a way as to indicate that it is subject to a lien and that it has been acquired for or allocated to performing this contract. If, for any reason, the supplies, materials, or other property are not identified by marking or segregation, the Government shall be considered to have a lien to the extent of the Government's interest under this contract on any mass of property with which the supplies, materials, or other property are commingled. The Contractor shall maintain adequate accounting control over the property on its books and records.

(3) If, at any time during the progress of the work on the contract, it becomes necessary to deliver to a third person any items or materials on which the Government has a lien, the Contractor shall notify the third person of the lien and shall obtain from the third person a receipt in duplicate acknowledging the existence of the lien. The Contractor shall provide a copy of each receipt to the Contracting Officer.

(4) If, under the termination clause, the Contracting Officer authorizes the Contractor to sell or retain termination inventory, the approval shall constitute a release of the Government's lien to the extent that-

(i) The termination inventory is sold or retained; and

(ii) The sale proceeds or retention credits are applied to reduce any outstanding advance payments.

(j) Insurance.

(1) The Contractor shall maintain with responsible insurance carriers-

(i) Insurance on plant and equipment against fire and other hazards, to the extent that similar properties are usually insured by others operating plants and properties of similar character in the same general locality;

(ii) Adequate insurance against liability on account of damage to persons or property; and

(iii) Adequate insurance under all applicable workers' compensation laws.

(2) Until work under this contract has been completed and all advance payments made under the contract have been liquidated, the Contractor shall-

(i) Maintain this insurance;

(ii) Maintain adequate insurance on any materials, parts, assemblies, subassemblies, supplies, equipment, and other property acquired for or allocable to this contract and subject to the Government lien under paragraph (i) of this clause; and

(iii) Furnish any evidence with respect to its insurance that the administering office may require.

(k) Default.

(1) If any of the following events occurs, the Government may, by written notice to the Contractor, withhold further withdrawals from the special account and further payments on this contract:

(i) Termination of this contract for a fault of the Contractor.

(ii) A finding by the administering office that the Contractor has failed to-

(A) Observe any of the conditions of the advance payment terms;

(B) Comply with any material term of this contract;

(C) Make progress or maintain a financial condition adequate for performance of this contract;

(D) Limit inventory allocated to this contract to reasonable requirements; or

(E) Avoid delinquency in payment of taxes or of the costs of performing this contract in the ordinary course of business.

(iii) The appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or the institution of proceedings by or against the Contractor for bankruptcy, reorganization, arrangement, or liquidation.

(iv) The service of any writ of attachment, levy of execution, or commencement of garnishment proceedings concerning the special account.

(v) The commission of an act of bankruptcy.

(2) If any of the events described in paragraph (k)(1) of this clause continue for 30 days after the written notice to the Contractor, the Government may take any of the following additional actions:

(i) Withdraw by checks payable to the Treasurer of the United States, signed only by the countersigning agency, all or any part of the balance in the special account and apply the amounts to reduce outstanding advance payments and any other claims of the Government against the Contractor.

(ii) Charge interest, in the manner prescribed in paragraph (f) of this clause, on outstanding advance payments during the period of any event described in paragraph (k)(1) of this clause.

(iii) Demand immediate repayment by the Contractor of the unliquidated balance of advance payments.

(iv) Take possession of and, with or without advertisement, sell at public or private sale all or any part of the property on which the Government has a lien under this contract and, after deducting any expenses incident to the sale, apply the net proceeds of the sale to reduce the unliquidated balance of advance payments or other Government claims against the Contractor.

(3) The Government may take any of the actions described in paragraphs (k)(1) and (2) of this clause it considers appropriate at its discretion and without limiting any other rights of the Government.

(l) *Prohibition against assignment.* Notwithstanding any other terms of this contract, the Contractor shall not assign this contract, any interest therein, or any claim under the contract to any party.

(m) *Information and access to records.* The Contractor shall furnish to the administering office (1) monthly or at other intervals as required, signed or certified balance sheets and profit and loss statements together with a report on the operation of the special account in the form prescribed by the administering office; and (2) if requested, other information concerning the

operation of the Contractor's business. The Contractor shall provide the authorized Government representatives proper facilities for inspection of the Contractor's books, records, and accounts.

(n) *Other security.* The terms of this contract are considered to provide adequate security to the Government for advance payments; however, if the administering office considers the security inadequate, the Contractor shall furnish additional security satisfactory to the administering office, to the extent that the security is available.

(o) *Representations.* The Contractor represents the following:

(1) The balance sheet, the profit and loss statement, and any other supporting financial statements furnished to the administering office fairly reflect the financial condition of the Contractor at the date shown or the period covered, and there has been no subsequent materially adverse change in the financial condition of the Contractor.

(2) No litigation or proceedings are presently pending or threatened against the Contractor, except as shown in the financial statements.

(3) The Contractor has disclosed all contingent liabilities, except for liability resulting from the renegotiation of defense production contracts, in the financial statements furnished to the administering office.

(4) None of the terms in this clause conflict with the authority under which the Contractor is doing business or with the provision of any existing indenture or agreement of the Contractor.

(5) The Contractor has the power to enter into this contract and accept advance payments, and has taken all necessary action to authorize the acceptance under the terms of this contract.

(6) The assets of the Contractor are not subject to any lien or encumbrance of any character except for current taxes not delinquent, and except as shown in the financial statements furnished by the Contractor. There is no current assignment of claims under any contract affected by these advance payment provisions.

(7) All information furnished by the Contractor to the administering office in connection with each request for advance payments is true and correct.

(8) These representations shall be continuing and shall be considered to have been repeated by the submission of each invoice for advance payments.

(p) *Covenants.* To the extent the Government considers it necessary while any advance payments made under this contract remain outstanding, the Contractor, without the prior written consent of the administering office, shall not-

(1) Mortgage, pledge, or otherwise encumber or allow to be encumbered, any of the assets of the Contractor now owned or subsequently acquired, or permit any preexisting mortgages, liens, or other encumbrances to remain on or attach to any assets of the Contractor which are allocated to performing this contract and with respect to which the Government has a lien under this contract;

(2) Sell, assign, transfer, or otherwise dispose of accounts receivable, notes, or claims for money due or to become due;

(3) Declare or pay any dividends, except dividends payable in stock of the corporation, or make any other distribution on account of any shares of its capital stock, or purchase, redeem, or otherwise acquire for value any of its stock, except as required by sinking fund or redemption arrangements reported to the administering office incident to the establishment of these advance payment provisions;

(4) Sell, convey, or lease all or a substantial part of its assets;

(5) Acquire for value the stock or other securities of any corporation, municipality, or governmental authority, except direct obligations of the United States;

(6) Make any advance or loan or incur any liability as guarantor, surety, or accommodation endorser for any party;

(7) Permit a writ of attachment or any similar process to be issued against its property without getting a release or bonding the property within 30 days after the entry of the writ of attachment or other process;

(8) Pay any remuneration in any form to its directors, officers, or key employees higher than rates provided in existing agreements of which notice has been given to the administering office; accrue excess remuneration without first obtaining an agreement subordinating it to all claims of the Government; or employ any person at a rate of compensation over \$ \_\_\_\_\_ a year;

(9) Change substantially the management, ownership, or control of the corporation;

(10) Merge or consolidate with any other firm or corporation, change the type of business, or engage in any transaction outside the ordinary course of the Contractor's business as presently conducted;

(11) Deposit any of its funds except in a bank or trust company insured by the Federal Deposit Insurance Corporation or a credit union insured by the National Credit Union Administration;

(12) Create or incur indebtedness for advances, other than advances to be made under the terms of this contract, or for borrowings;

(13) Make or covenant for capital expenditures exceeding \$ \_\_\_\_\_ in total;

(14) Permit its net current assets, computed in accordance with generally accepted accounting principles, to become less than \$ \_\_\_\_\_; or

(15) Make any payments on account of the obligations listed below, except in the manner and to the extent provided in this contract:

\_\_\_\_\_  
(End of clause)

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52.212-5 (Dev) 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (FEB 2010) (Deviation)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if the 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 the 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 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.

(b)(1) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b)(i) 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 (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (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 \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, No displacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

- (vii) 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.
  - (viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
  - (ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)). Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
  - (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
  - (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).
  - (xii) 52.222-54, Employment Eligibility Verification (JUL 2012).
  - (xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
  - (xiv) 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.

52.252-2 MMAR Clauses Incorporated by Reference 52.252-2 (JUN 1998)

**NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

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.main.gpo.gov/Publications/Current/online/P805.33.pdf>.

52.212-5 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders

- Commercial Items (MAY 2002)

(a) The Contractor shall comply with the following MMAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the MMAR 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 or components:

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_\_\_ (2) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)

X (3) 52.222-26, Equal Opportunity (E.O. 11246).

X (4) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C.4212)

X (5) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

X (6) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C.4212).

X (7) 52.222-19, Child Labor-Cooperation with Authorities and Remedies.

\_\_\_\_\_ (8)(i)52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

\_\_\_\_\_ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

\_\_\_\_\_ (9) 52.225-1, Buy American Act-Supplies (41U.S.C. 10a - 10d).

\_\_\_\_\_ (10)(i) 52.225-3, Buy American Act-North American Free Trade Agreement-Israeli Trade Act (41 U.S.C. 10a- 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

\_\_\_\_\_ (ii) Alternate I of 52.225-3.

\_\_\_\_\_ (iii) Alternate II of 52.225-3.

\_\_\_\_\_ (11) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C.3301 note).

\_\_\_\_\_ (12) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

\_\_\_\_\_ (13) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

\_\_\_\_\_ (14) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

X (15) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (31 U.S.C. 3332).

\_\_\_\_\_ (16) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (31 U.S.C. 3332).

\_\_\_\_\_ (17) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

\_\_\_\_\_ (18) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

\_\_\_\_\_ (19) (i)52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C.1241).

(ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the MMAR clauses in this paragraph (c), applicable to commercial services, which 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 or components:

\_\_\_\_\_ (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

\_\_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

X (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, *et seq.*).

(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. DISPUTES DISPUTES (GPO Clause June 2008)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613, and as modified by Section 1501 of Title I of Division H of the Consolidated Appropriations Act, 2008, Public Law No. 110-161).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$50,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$50,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$50,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$50,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals, within ninety (90) days of receipt of a Contracting Officer's decision, to the U.S. Government Accountability Office Contract Appeals Board (GAO CAB), 441 G Street, NW, Room 7182, Washington, DC, 20548; Facsimile:202-512-9749; E-Mail: CAB@gao.gov.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, interest shall be paid from the date that the Contracting Officer initially receives the claim. [A defective certification means a certificate which alters or otherwise deviates from the language in(d)(2)(iii) above, or which is not executed by a person duly authorized to bind the contractor with respect to the claim. Failure to certify shall not be deemed to be a defective certification.] Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6- month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(j) This contract clause, Disputes (GPO Clause June 2008), cancels and supersedes the contract clause, MMAR Dispute 52.233-1 (July 2002), and all other references to the contract clause, Disputes. This contract clause also cancels and supersedes any other disputes language currently included in existing contractual actions.

52.233-2 52.233-2 Service of Protest (AUG 1996)

Agency protests filed with the Contracting Officer shall be sent to the following address:

Contracting Officer

U.S. Government Publishing Office

Acquisition Services: Room A530

732 North Capitol Street, NW, Washington, DC 20401

Agency protests filed with the Director of Acquisition Services shall be sent to the following address:

Chief of Acquisition Services

U.S. Government Publishing Office

Acquisition Services: Room A530

732 North Capitol Street, NW, Washington, DC 20401

If a protest is filed with either the Director of Acquisition Services or with the Government Accountability Office (GAO), a complete copy of the protest (including all attachments) shall be served upon the Contracting Officer and the GPO General Counsel within one day of filing with the Managing Director, Customer Services or with the GAO. Service upon the GPO Office of the General Counsel shall be made as follows:

General Counsel Office of the General Counsel U.S. Government Publishing Office 732 North Capitol Street, NW, Room C-814,

Stop: GC Washington, DC 20401 FAX (202) 512-0076

## **Section E: List of Documents, Exhibits, and other Attachments**

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Attachment 1 - BREAKERS LIST (*Please see Page 13*)

**Attachment 1 - BREAKERS LIST****FEEDER BREAKERS**

QTY.: 20 – ABB BREAKERS 13,200 Volts Model 20 Serial # 876305A041-010790

QTY.: 2 – SquareD, SUBSTATION 10 (Bldg. 4) 13,200 Volts. Serial # 17-30667173-003 QTY.:

4 – SquareD, SUBSTATION 12 (Bldg. 1) 13,200 Volts. Serial # 17-103697

**SUBSTATION #9**

QTY.: 9 – ABB BREAKERS, MODEL #03-B – 4160 VOLTS, SERIAL #876305B01101050790

**SUBSTATION #11 BREAKERS**

QTY.: 2 – SIEMENS – 480 VOLTS, MAIN BREAKERS, TYPE RL-4000, SERIAL #R-99429A-2

QTY.: 14 – SIEMENS – 480 VOLTS, SECONDARY BREAKERS, TYPE RLF-800, SERIAL #R-

99431A1

**SUBSTATION #12 (480V) SquareD BREAKERS**

QTY.: 4 – 4000 AF, MAIN Type NW40H3

QTY.: 2 – 4000 AF, TIE Type NW40H3

QTY.: 18 – 1600 AF, SECONDARY BREAKERS Type NW40H3

**SUBSTATION #10 (480V) SquareD BREAKERS (BUILDING 4)**

QTY.: 4 – 4000 AF, MAIN Type NW40H3

QTY.: 2 – 4000 AF, TIE Type NW40H3

QTY.: 14 – 800 AF, SECONDARY BREAKERS

QTY.: 3 – 1600 AF, SECONDARY BREAKERS

**480 Volt Switch Board 1<sup>st</sup> floor Power Branch SquareD**

QTY.: 2 – RK1600, MAIN TYPE RKF36160U63AE1W

QTY.: 20 – PK800 SECONDARY MAIN TYPE PKA36080U63AE1V

**FIRE PUMP GE STD BREAKER 208 VOLT 2500 AMPS**

Qty: 2

CAT# SSF25G325

SERIAL # 561002040165001