

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER 17WA124374		PAGE OF 1 38	
2. CONTRACT NO. DE-WA0003985			3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER DE-SOL-0011343
							6. SOLICITATION ISSUE DATE 08/22/2017
7. <b>FOR SOLICITATION INFORMATION CALL:</b>		a. NAME Benjamin Siltman			b. TELEPHONE NUMBER (No collect calls) 970-461-7630		8. OFFER DUE DATE/LOCAL TIME MT
9. ISSUED BY  WAPA (RMR) US DOE/WESTERN AREA POWER ROCKY MOUNTAIN REGIONAL OFFICE 5555 E. CROSSROADS BLVD LOVELAND CO 80539-8986				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: <input checked="" 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 <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> -O. r0wgk 335311 SIZE STANDARD: 750			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS NET 30		13a. THIS CONTRACT IS O RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO  See Attachment A - Specifications				16. ADMINISTERED BY  WAPA (RMR) US DOE/WESTERN AREA POWER ROCKY MOUNTAIN REGIONAL OFFICE 5555 E. CROSSROADS BLVD LOVELAND CO 80539-8986			
17a. CONTRACTOR/ OFFEROR		CODE 111252032		FACILITY CODE		18a. PAYMENT WILL BE MADE BY  WAPA (RMR) US DOE/WESTERN AREA POWER ACCTS PAYABLE - J8000 PO BOX 3700 LOVELAND CO 80539-3003	
						CODE RMR A/P	
DOUBLETREE SYSTEMS, INC. Attn: Hanghang Deng 4030 MOORPARK AVENUE SUITE 222 SAN JOSE CA 95117  TELEPHONE NO. 4088508159							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				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
	DUNS Number: 111252032 AULT KULA AUTOTRANSFORMER, 3 PHASE, 345/230/13.8-KV, 360,000/480,000/600,000 - 66,666/100,000/133,333 KVA, TRIPLE RATED ONAN/ONAF/ONAF, USING MINERAL OIL, IN ACCORDANCE WITH (IAW) ATTACHMENT A - SPECIFICATIONS, INCLUDING A FIVE YEAR WARRANTY  TRANSFORMER WILL REQUIRE A FIVE (5) YEAR WARRANTY, MINERAL OIL, TOOLS, APPLIANCES, AND SPARE PARTS, TRANSPORTATION AND OFF-LOADING, (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$2,688,200.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR OFFEROR 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 checked="" type="checkbox"/> 29. AWARD OF CONTRACT: Quote Dated 08/29/2017 OFFER DATED 08/29/2017. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN/ IS ACCEPTED AS TO ITEMS: ALL ITEMS		
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF OFFEROR (Type or print) Mr. Jim YCai / President				30c. DATE SIGNED Sept. 26, 2017		31c. DATE SIGNED 09/26/2017	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00001	<p>ERECTING ENGINEERING SERVICES, A TRIP TO THE JOB SITE, AND TRANSFORMER ASSEMBLY.</p> <p>CLIN INFORMATION IN BLOCK 20 IS RELEVANT TO INTERNAL FINANCIAL OPERATIONS. PLEASE SEE SECTION B BELOW (PAGE 4) FOR DETAILED CLIN BREAKDOWN.</p> <p>AULT KUIA AUTOTRANSFORMER, 3 PHASE, 345/230-13.8-KV, 360,000/480,000/600,000-66,666/100,000/133,333 KVA, TRIPLE RATED ONAN/ONAF/ONAF, USING MINERAL OIL, IN ACCORDANCE WITH (IAW) ATTACHMENT A - SPECIFICATIONS, INCLUDING A FIVE YEAR WARRANTY</p> <p>Accounting Info: AU 0058B-WES-39800-J5200-3230-21-SEP-17-VMF-100369123-1022774 Funded: \$702,720.00 Accounting Info: AU 0058B-TRS-39800-J5200-3230-21-SEP-17-TMF-100369120-1022775 Funded: \$702,720.00 Accounting Info: AU 0058B-PRP-39800-J5200-3230-21-SEP-17-TMF-100369122 Continued ...</p>	1952000	DO	1.00	1,952,000.00

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PO&Y	OF
	DE-WA0003985	3	38

NAME OF OFFEROR OR CONTRACTOR
DOUBLETREE SYSTEMS, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	-1022776 Funded: \$546,560.00				
00002	MINERAL OIL FOR THE TRANSFORMER, FOR USE WITH 0001 ABOVE, IAW ATTACHMENT A - SPECIFICATIONS PARAGRAPH 1.17  Accounting Info: AU 0058B-WES-39800-J5200-3230-21-SEP-17-VMF-100369123 -1022781 Funded: \$28,800.00 Accounting Info: AU 0058B-TRS-39800-J5200-3230-21-SEP-17-TMF-100369120 -1022782 Funded: \$28,800.00 Accounting Info: AU 0058B-PRP-39800-J5200-3230-21-SEP-17-TMF-100369122 -1022783 Funded: \$22,400.00	80000	DO	1.00	80,000.00
00003	TOOLS, APPLIANCE, AND SPARE PARTS FOR ONE TRANSFORMER IAW ATTACHMENT A - SPECIFICATIONS PARAGRAPHS 1.19 and 1.21  Accounting Info: AU 0058B-WES-39800-J5200-3230-21-SEP-17-VMF-100369123 -1022784 Funded: \$32,832.00 Accounting Info: AU 0058B-TRS-39800-J5200-3230-21-SEP-17-TMF-100369120 -1022785 Funded: \$32,832.00 Accounting Info: AU 0058B-PRP-39800-J5200-3230-21-SEP-17-TMF-100369122 -1022791 Funded: \$25,536.00  Continued ...	91200	DO	1.00	91,200.00

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PO&V	OF
	DE-WA0003985	4	38

NAME OF OFFEROR OR CONTRACTOR  
DOUBLETREE SYSTEMS, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00004	TRANSPORTATION AND OFF-LOADING FOR ITEMS 0001, 0002, AND 0003 TO AULT SUBSTATION Obligated Amount: \$446,000.00  Accounting Info: AU 0058B-WES-39800-J5200-3230-21-SEP-17-VMF-100369123 -1022786 Funded: \$446,000.00	446000	DO	1.00	446,000.00
00005	ERECTING ENGINEER STRAIGHT TIME SERVICES  Accounting Info: AU 0058B-WES-39800-J5200-2522-21-SEP-17-VMF-100369123 -1022789 Funded: \$4,320.00 Accounting Info: AU 0058B-TRS-39800-J5200-2522-21-SEP-17-TMF-100369120 -1022772 Funded: \$4,320.00 Accounting Info: AU 0058B-PRP-39800-J5200-2522-21-SEP-17-TMF-100369122 -1022773 Funded: \$3,360.00	80	HR	150.00	12,000.00
00006	ERECTING ENGINEER EXTRA-TIME SERVICES  Accounting Info: AU 0058B-WES-39800-J5200-2522-21-SEP-17-VMF-100369123 -1022777 Funded: \$1,440.00 Accounting Info: AU 0058B-TRS-39800-J5200-2522-21-SEP-17-TMF-100369120 -1022778 Funded: \$1,440.00 Accounting Info: Continued ...	20	HR	200.00	4,000.00

NAME OF OFFEROR OR CONTRACTOR  
 DOUBLETREE SYSTEMS, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00007	AU 0058B-PRP-39800-J5200-2522-21-SEP-17-TMF-100369122-1022779 Funded: \$1,120.00				
	ROUND TRIP TO JOB SITE	3000	DO	1.00	3,000.00
	Accounting Info: AU 0058B-WES-39800-J5200-2522-21-SEP-17-VMF-100369123-1022780 Funded: \$1,080.00 Accounting Info: AU 0058B-TRS-39800-J5200-2522-21-SEP-17-TMF-100369120-1022790 Funded: \$1,080.00 Accounting Info: AU 0058B-PRP-39800-J5200-2522-21-SEP-17-TMF-100369122-1022792 Funded: \$840.00				
00008	TRANSFORMER ASSEMBLY IAW ATTACHMENT A - SPECIFICATIONS PARAGRAPH 3.6	100000	DO	1.00	100,000.00
	Accounting Info: AU 0058B-WES-39800-J5200-3230-21-SEP-17-VMF-100369123-1022793 Funded: \$36,000.00 Accounting Info: AU 0058B-TRS-39800-J5200-3230-21-SEP-17-TMF-100369120-1022794 Funded: \$36,000.00 Accounting Info: AU 0058B-PRP-39800-J5200-3230-21-SEP-17-TMF-100369122-1022795 Funded: \$28,000.00				
	Continued ...				

NAME OF OFFEROR OR CONTRACTOR  
DOUBLETREE SYSTEMS, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>ITEM 0005 AND 0006: ESTIMATED QUANTITIES ONLY. PAYMENT WILL BE MADE FOR ACTUAL HOURS PROVIDED.</p> <p>REFER TO ATTACHMENT A - SPECIFICATION PARAGRAPH 3.2 FOR "SERVICES OF ERECTING ENGINEERS AND TRIP TO JOB SITE."</p> <p>REFER TO ATTACHMENT A - SPECIFICATION PARAGRAPH 3.2 SHOULD AN ADDITIONAL ROUND TRIP TO THE JOB SITE (FINAL DELIVERY LOCATION) BE NECESSARY FOR "ERECTING ENGINEER EXTRA-TIME SERVICES"</p>				

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

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

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

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

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

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

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

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

(g) **Invoice.**

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

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

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

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

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

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

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

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

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

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

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

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

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

(i) **Payment.**—

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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



(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

(l) **Termination for the Government's convenience.** The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the

Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

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

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

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

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

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

(r) **Compliance with laws unique to Government contracts.** The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. chapter 37](#), Contract Work Hours and Safety Standards; [41 U.S.C. chapter 87](#), Kickbacks; [41 U.S.C. 4712](#) and [10 U.S.C. 2409](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. chapter 21](#) relating to procurement integrity.

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

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause.
- (3) The clause at [52.212-5](#).
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

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

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

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

The Contractor must provide with the notification sufficient documentation to support the legally changed name.

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

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

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

**(u) *Unauthorized Obligations***

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

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

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

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

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

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

(End of Clause)

**2. 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)**

(Reference)

**3. 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)**

(Reference)

**4. 52.204-12 UNIQUE ENTITY IDENTIFIER MAINTENANCE (OCT 2016)**

(a) *Definition.* Unique entity identifier, as used in this clause, means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See [www.sam.gov](http://www.sam.gov) for the designated entity for establishing unique entity identifiers.

(b) The Contractor shall ensure that the unique entity identifier is maintained with the entity at the System for Award Management (SAM) for establishment of the unique entity identifier throughout the life of the contract. The Contractor shall communicate any change to the unique entity identifier to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the unique entity identifier does not necessarily require a novation be accomplished.

(End of Clause)

**5. 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2016)**

(Reference)

**6. 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)**

(Reference)

**7. 52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (JUL 2016)**

(Reference)

**8. 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)**

(Reference)

**9. 52.211-8 TIME OF DELIVERY (JUNE 1997)-ALTERNATE I (APR 1984)**

(a) The Government requires delivery to be made according to the following schedule:

<b>REQUIRED DELIVERY SCHEDULE</b>			
<b>Item No.</b>	<b>Quantity</b>	<b>Not Sooner Than</b>	<b>Or Later Than</b>
<b>0001 through 0004</b>	<b>EA, LS</b>	<b>1 November 2018</b>	<b>31 January 2019</b>
<b>0005 through 0008</b>	<b>LS,HR, Round Trip</b>	<b>1 November 2018</b>	<b>31 March 2019</b>

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

<b>OFFEROR'S PROPOSED DELIVERY SCHEDULE</b>			
<b>Item No.</b>	<b>Quantity</b>	<b>Not Sooner Than</b>	<b>Or Later Than</b>

(b) The delivery dates or specific periods above are based on the assumption that the Government will make award by **30 September 2017**. Each delivery date in the delivery schedule above will be extended by the number of calendar days after the above date that the contract is in fact awarded. Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed or otherwise furnished to the successful offeror results in a binding contract. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails.

(End of clause)

**10. 52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000)**

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of **\$1,498.11** per calendar day of delay.

(b) If the Government terminates this contract in whole or in part under the Default-Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default-Fixed-Price Supply and Service clause in this contract.

(End of clause)

#### **11. 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)**

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

“Added value” means that the Contractor performs subcontract management functions that the Contracting Officer determines are a benefit to the Government (e.g., processing orders of parts or services, maintaining inventory, reducing delivery lead times, managing multiple sources for contract requirements, coordinating deliveries, performing quality assurance functions).

“Excessive pass-through charge”, with respect to a Contractor or subcontractor that adds no or negligible value to a contract or subcontract, means a charge to the Government by the Contractor or subcontractor that is for indirect costs or profit/fee on work performed by a subcontractor (other than charges for the costs of managing subcontracts and any applicable indirect costs and associated profit/fee based on such costs).

“No or negligible value” means the Contractor or subcontractor cannot demonstrate to the Contracting Officer that its effort added value to the contract or subcontract in accomplishing the work performed under the contract (including task or delivery orders).

“Subcontract” means any contract, as defined in FAR [2.101](#), entered into by a subcontractor to furnish supplies or services for performance of the contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

“Subcontractor”, as defined in FAR [44.101](#), means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

(b) *General.* The Government will not pay excessive pass-through charges. The Contracting Officer shall determine if excessive pass-through charges exist.

(c) *Reporting.* Required reporting of performance of work by the Contractor or a subcontractor. The Contractor shall notify the Contracting Officer in writing if—

(1) The Contractor changes the amount of subcontract effort after award such that it exceeds 70 percent of the total cost of work to be performed under the contract, task order, or delivery order. The notification shall identify the revised cost of the subcontract effort and shall include verification that the Contractor will provide added value; or

(2) Any subcontractor changes the amount of lower-tier subcontractor effort after award such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract. The notification

shall identify the revised cost of the subcontract effort and shall include verification that the subcontractor will provide added value as related to the work to be performed by the lower-tier subcontractor(s).

(d) *Recovery of excessive pass-through charges.* If the Contracting Officer determines that excessive pass-through charges exist;

(1) For other than fixed-price contracts, the excessive pass-through charges are unallowable in accordance with the provisions in FAR subpart [31.2](#); and

(2) For applicable DoD fixed-price contracts, as identified in [15.408\(n\)\(2\)\(i\)\(B\)](#), the Government shall be entitled to a price reduction for the amount of excessive pass-through charges included in the contract price.

(e) *Access to records.*

(1) The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor's records (as defined at FAR [52.215-2\(a\)](#)) necessary to determine whether the Contractor proposed, billed, or claimed excessive pass-through charges.

(2) For those subcontracts to which paragraph (f) of this clause applies, the Contracting Officer, or authorized representative, shall have the right to examine and audit all the subcontractor's records (as defined at FAR [52.215-2\(a\)](#)) necessary to determine whether the subcontractor proposed, billed, or claimed excessive pass-through charges.

(f) *Flowdown.* The Contractor shall insert the substance of this clause, including this paragraph (f), in all cost-reimbursement subcontracts under this contract that exceed the simplified acquisition threshold, except if the contract is with DoD, then insert in all cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in [15.408\(n\)\(2\)\(i\)\(B\)\(2\)](#), that exceed the threshold for obtaining cost or pricing data in accordance with FAR [15.403-4](#).

(End of Clause)

## **12. 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997), ALTERNATE I (JUL 1995)**

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (*If none, insert "None"*) Identification No.

_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.



(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with paragraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(End of clause)

### **13. 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)**

(Reference)

### **14. 52.225-8 DUTY FREE ENTRY (OCT 2010)**

(a) *Definition.* "Customs territory of the United States" means the States, the District of Columbia, and Puerto Rico.

(b) Except as otherwise approved by the Contracting Officer, the Contractor shall not include in the contract price any amount for duties on supplies specifically identified in the Schedule to be accorded duty-free entry.

(c) Except as provided in paragraph (d) of this clause or elsewhere in this contract, the following procedures apply to supplies not identified in the Schedule to be accorded duty-free entry:

(1) The Contractor shall notify the Contracting Officer in writing of any purchase of foreign supplies (including, without limitation, raw materials, components, and intermediate assemblies) in excess of



\$15,000 that are to be imported into the customs territory of the United States for delivery to the Government under this contract, either as end products or for incorporation into end products. The Contractor shall furnish the notice to the Contracting Officer at least 20 calendar days before the importation. The notice shall identify the—

- (i) Foreign supplies;
- (ii) Estimated amount of duty; and
- (iii) Country of origin.

(2) The Contracting Officer will determine whether any of these supplies should be accorded duty-free entry and will notify the Contractor within 10 calendar days after receipt of the Contractor's notification.

(3) Except as otherwise approved by the Contracting Officer, the contract price shall be reduced by (or the allowable cost shall not include) the amount of duty that would be payable if the supplies were not entered duty-free.

(d) The Contractor is not required to provide the notification under paragraph (c) of this clause for purchases of foreign supplies if—

(1) The supplies are identical in nature to items purchased by the Contractor or any subcontractor in connection with its commercial business; and

(2) Segregation of these supplies to ensure use only on Government contracts containing duty-free entry provisions is not economical or feasible.

(e) The Contractor shall claim duty-free entry only for supplies to be delivered to the Government under this contract, either as end products or incorporated into end products, and shall pay duty on supplies, or any portion of them, other than scrap, salvage, or competitive sale authorized by the Contracting Officer, diverted to nongovernmental use.

(f) The Government will execute any required duty-free entry certificates for supplies to be accorded duty-free entry and will assist the Contractor in obtaining duty-free entry for these supplies.

(g) Shipping documents for supplies to be accorded duty-free entry shall consign the shipments to the contracting agency in care of the Contractor and shall include the—

- (1) Delivery address of the Contractor (or contracting agency, if appropriate);
- (2) Government prime contract number;
- (3) Identification of carrier;

(4) Notation "UNITED STATES GOVERNMENT, **Western Area Power Administration**, Duty-free entry to be claimed pursuant to Item No(s) [from *Tariff Schedules*], Harmonized Tariff Schedules of the United States. Upon arrival of shipment at port of entry, District Director of Customs, please release shipment under 19 CFR Part 142 and notify *Western Area Power Administration* for execution of Customs Forms 7501 and 7501-A and any required duty-free entry certificates.";

(5) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight); and

(6) Estimated value in United States dollars.

(h) The Contractor shall instruct the foreign supplier to—

- (1) Consign the shipment as specified in paragraph (g) of this clause;
- (2) Mark all packages with the words "UNITED STATES GOVERNMENT" and the title of the contracting agency; and

(3) Include with the shipment at least two copies of the bill of lading (or other shipping document) for use by the District Director of Customs at the port of entry.

(i) The Contractor shall provide written notice to the cognizant contract administration office immediately after notification by the Contracting Officer that duty-free entry will be accorded foreign supplies or, for duty-free supplies identified in the Schedule, upon award by the Contractor to the overseas supplier. The notice shall identify the—

- (1) Foreign supplies;
- (2) Country of origin;
- (3) Contract number; and
- (4) Scheduled delivery date(s).

(j) The Contractor shall include the substance of this clause in any subcontract if—

- (1) Supplies identified in the Schedule to be accorded duty-free entry will be imported into the customs territory of the United States; or
- (2) Other foreign supplies in excess of \$15,000 may be imported into the customs territory of the United States.

(End of clause)

**15. 52.227-14 RIGHTS IN DATA – GENERAL (MAY 2014)**

(Reference)

**16. 52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)**

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

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

- (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
- (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

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

(End of clause)

**17. 52.232-40 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS  
SUBCONTRACTORS (DEC 2013)**

(a) Upon receipt of accelerated payments from the Government, the contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of Clause)

**18. 52.233-1 DISPUTES (MAY 2014) ALT I (DEC 1991)**

- (a) This contract is subject to 41 U.S.C. chapter 71, Contract Disputes.
- (b) Except as provided in 41 U.S.C. chapter 71, 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 \$100,000 is not a claim under 41 U.S.C. chapter 71 until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under 41 U.S.C. chapter 71. The submission may be converted to a claim under 41 U.S.C. chapter 71, 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 \$100,000.
  - (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 authorized to certify the claim on behalf of the Contractor."
  - (3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 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 \$100,000, 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 or files a suit as provided in 41 U.S.C. chapter 71.

- (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, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. 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.

(End of clause)

**19. 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)**

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

**20. 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)**

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

(End of Clause)

**21. \*52.246-2 INSPECTION OF SUPPLIES—FIXED-PRICE (AUG 1996)**

(Reference)

*\* The Inspection/Acceptance Paragraph of Clause 52.212-4(a) is not applicable and is replaced with FAR Clause 52.246-2 and WAPA Clause WES-E-1001.*

**22. 52.247-35 FOB DESTINATION, WITHIN CONSIGNEE'S PREMISES (APR 1984)**

(a) The term "f.o.b. destination, within consignee's premises," as used in this clause, means free of expense to the Government delivered and laid down within the doors of the consignee's premises, including delivery to specific rooms within a building if so specified.

- (b) The Contractor shall—
- (1)(i) Pack and mark the shipment to comply with contract specifications; or
  - (ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;
  - (2) Prepare and distribute commercial bills of lading;
  - (3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;
  - (4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;
  - (5) Furnish a delivery schedule and designate the mode of delivering carrier; and
  - (6) Pay and bear all charges to the specified point of delivery.

(End of clause)

### **23. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

(End of clause)

### **24. 952.202-1 DEFINITIONS**

(Reference)

### **25. 952.242-70 TECHNICAL DIRECTION (DEC 2000)**

(a) Performance of the work under this contract shall be subject to the technical direction of the DOE Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:

- (1) Providing direction to the Contractor that redirects contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual Statement of Work.
- (2) Providing written information to the Contractor that assists in interpreting drawings, specifications, or technical portions of the work description.
- (3) Reviewing and, where required by the contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government.

(b) The Contractor will receive a copy of the written COR designation from the Contracting Officer. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer.

(c) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that—

- (1) Constitutes an assignment of additional work outside the Statement of Work;
- (2) Constitutes a change as defined in the contract clause entitled "Changes;"
- (3) In any manner causes an increase or decrease in the total estimated contract cost, the fee (if any), or the time required for contract performance;
- (4) Changes any of the expressed terms, conditions or specifications of the contract; or
- (5) Interferes with the Contractor's right to perform the terms and conditions of the contract.

(d) All technical direction shall be issued in writing by the COR.

(e) The Contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the Contractor must not proceed and must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer must—

(1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract;

(2) Advise the Contractor in writing within a reasonable time that the Government will issue a written change order; or

(3) Advise the Contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.

(f) A failure of the Contractor and Contracting Officer either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

(End of Clause)

## **26. DOE-C-2001 STATEMENT OF WORK**

### **Attachment A – Specifications listed in Section J**

## **27. DOE-C-2003 REPORTS**

The Contractor shall prepare and submit reports in accordance with **Attachment A – Specifications** in Section J, and as specified in other clauses in the contract.

## **28. WES-D-1001 PACKAGING AND MARKING INSTRUCTIONS (WAPA, JAN 2008)**

The contractor shall:

(a) Ship all equipment and/or material required under this contract to the location(s) designated in the specification or statement of work.

(b) Prepare and pack all material and equipment to adequately protect it from rust, grime, and/or other damage during shipment.

(c) Pack the equipment for efficient loading and unloading.

(d) Clearly mark each crate, box or part with instructions for handling and/or lifting.

(e) Items comprised of more than one piece/part per unit should be assembled and packed in the same container to the maximum extent practicable. If more than one container is required for each unit, each container should be marked appropriately with Box 1 of 2, Box 2 of 2, etc.

(f) Box or bundle any miscellaneous parts or materials that might easily be lost and plainly mark them for identification.

(g) The exterior of each container must be marked with the contract or purchase order number, the name and phone number of the Western Area Power Administration contact person, and the contents. An externally accessible packing list describing the contents of a container may be used instead of marking a container.

(h) Western reserves the right to return any shipment, at the contractor's expense, that is not packed and marked in accordance with this clause.

(End of clause)

## **29. DOE-E-2001 INSPECTION AND ACCEPTANCE**

Inspection and acceptance of all items under this contract shall be accomplished by the Contracting Officer in accordance with the clause entitled [insert title of the applicable inspection clause contained in contract and any other clauses applicable to inspection and/or acceptance]. If the Contracting Officer assigns this responsibility to the Contracting Officer's Representative or another representative of the Government, the Contracting Officer shall notify the Contractor in writing.

## **30. WES-E-1001 DELAYED ACCEPTANCE (WAPA, JAN 2008)**

Acceptance of all work and/or materials under this contract (including reports, if any) shall be accomplished by the Contracting Officer, or his or her duly designated representative. The Government requires up to thirty (30) calendar days from the date of receipt to perform final acceptance of delivered units.

(End of Clause)

## **31. DOE-F-2004 DELIVERY POINT**

(a) Delivery of all items under this contract shall be made to the following address:

**Ault Substation, Weld County, CO**

(b) Delivery for the purpose of inspection, acceptance and the Prompt Payment Act must be through the above shipping address unless another location has been authorized by the Contracting Officer. If delivery is made to another location without authorization from the Contracting Officer, a delivery for the purposes of the Prompt Payment Act has not occurred and no interest penalty under the Act shall result.

## **32. DOE-F-2005 NOTICE OF SHIPMENT**

**Fourteen (14)** work days prior to shipping item(s) [insert items to be shipped], the Contractor shall furnish the anticipated shipment date, bill of lading number (if applicable), and carrier identity to **Gina Crawford, 970-461-7286, [gcrawford@wapa.gov](mailto:gcrawford@wapa.gov)** and to the Contracting Officer.



### **33. WES-F-1001 ADVANCE SHIPPING NOTIFICATION REQUIRED (WAPA, MAR 2008)**

(a) Contract line items (CLINs) **0001 through 0003** must be delivered on one of the following weekdays **Monday through Thursday** excluding Government holidays, between the hours of **0700 and 1600**, or at a day and time agreed upon by the Government representative(s) named below.

(b) The Government representative must receive advance notification of the intended shipment at least **30 days prior to receipt at destination**. The contractor shall provide the day and time of delivery, identify the shipper, and provide the telephone number of the shipper's office. Delivery notification is critical because many of Western's delivery locations are unmanned stations located in remote areas that do not have receiving docks or unloading equipment. Proper notification will ensure that Western personnel are on site.

(c) If the contractor fails to make the required advance notification, the Government may not be able to receive the equipment. Any additional costs incurred by the Government to properly receive and/or relocate the equipment that are caused by the contractor's failure to provide sufficient advance notification will be charged to the contractor under the terms of this contract. The designated Government representative is: **Gina Crawford, 970-461-7286, [gcrawford@wapa.gov](mailto:gcrawford@wapa.gov)**.

(End of clause)

### **34. WES-F-1002 REQUIREMENT TO UNLOAD EQUIPMENT AT THE DESTINATION (WAPA, FEB 2008)**

(a) The contractor is responsible for unloading the equipment specified in CLIN(s) **0001, 0002, and 0003** to a ground level pad within the substation or other specific location as directed by the Government. The contractor must provide any specialized unloading equipment or truck features that are necessary to unload the equipment. The contractor's costs for properly configured trucks and unloading the equipment at the delivery location shall be included in the quoted price.

(b) Responsibility for loss or damage to the equipment shall remain with the contractor until the Government accepts the equipment at the destination. If the equipment is rejected due to failure to conform to the contract requirements, the risk of loss or damage shall remain with the contractor until the defects are corrected and the equipment is subsequently accepted by the Government.

(End of clause)

### **35. DOE-G-2001 CONTRACTING OFFICER AUTHORITY**

The Contracting Officer is responsible for administration of the contract. The Contracting Officer may appoint a Contracting Officer's Representative (COR), in accordance with the clause entitled Contracting Officer's Representative, to perform specifically delegated functions. The Contracting Officer is the only individual who has the authority on behalf of the Government, among other things, to take the following actions under the contract:

- (a) Assign additional work within the general scope of the contract.
- (b) Issue a change in accordance with the clause entitled Changes.
- (c) Change the cost or price of the contract.
- (d) Change any of the terms, conditions, specifications, or services required by the contract.
- (e) Accept non-conforming work.
- (f) Waive any requirement of the contract.



### **36. DOE-G-2002 CONTRACTING OFFICER'S REPRESENTATIVE**

Pursuant to the clause at DEAR 952.242-70, Technical Direction, the Contracting Officer shall designate in writing a Contracting Officer's Representative (COR) for this contract, and provide a copy of such designation to the contractor, including the delegated responsibilities and functions. The COR does not have authority to perform those functions reserved exclusively for the Contracting Officer.

### **37. DOE-G-2003 CONTRACTOR'S PROGRAM MANAGER**

(a) The Contractor shall designate a Program Manager who will be the Contractor's authorized supervisor for technical and administrative performance of all work hereunder. The Program Manager shall be the primary point of contact between the Contractor and the Contracting Officer's Representative (COR) under this contract.

(b) The Program Manager shall receive and execute, on behalf of the Contractor, such technical directions as the COR may issue within the terms and conditions of the contract.

### **38. DOE-G-2007 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING**

(a) The Contracting Officer will document the Contractor's performance under this contract (including any task orders placed against it, if applicable) by using the Contractor Performance Assessment Reporting System (CPARS). CPARS information is handled as "Source Selection Information." Performance assessments entered into CPARS by the Contracting Officer are transmitted to the Past Performance Information Retrieval System (PPIRS) which is maintained by the Department of Defense (DoD). Information in PPIRS is available to authorized Government personnel seeking past performance information when evaluating proposals for award.

(b) Contractor performance will be evaluated at least annually at the contract or task order level, as determined by the Contracting Officer. Evaluation categories may include any or all of the following at the Government's discretion: (1) quality, (2) schedule, (3) business relations, (4) business management/key personnel, and (5) cost/price. PPIRS information is available at <http://www.ppirs.gov>, and CPARS information is available at <http://www.cpars.gov>. It is recommended that the Contractor take the overview training that can be found on the CPARS website. The Contractor shall acknowledge receipt of the Government's request for comments on CPARS assessments at the time it is received and shall respond to such requests within thirty (30) calendar days of the request.

(c) Joint Ventures. Performance assessments shall be prepared on contracts with joint ventures. When the joint venture has a unique Commercial and Government Entity (CAGE) code and Data Universal Numbering System (DUNS) number, a single assessment will be prepared for the joint venture using its CAGE code and DUNS number. If the joint venture does not have a unique CAGE code and DUNS number, separate assessments, containing identical narrative, will be prepared for each participating contractor and will state that the evaluation is based on performance under a joint venture and will identify the contractors that were part of the joint venture.

(d) In addition to the performance assessments addressed above, the Government will perform other performance assessments necessary for administration of the contract in accordance with other applicable clauses in this contract.

### 39. WES-G-1001 CORRESPONDENCE PROCEDURES (WAPA, JAN 2008)

(a) The designated DOE contract specialist is the focal point for all non-technical matters related to this contract. The DOE contract specialist for this contract is:

Contract Specialists Name: **Benjamin Siltman**  
Telephone: **970-461-7630**  
Email: [siltman@wapa.gov](mailto:siltman@wapa.gov)  
U.S. Department of Energy  
Western Area Power Administration

(b) All correspondence submitted under this contract shall reference the contract number.

(c) One copy of all correspondence related to this contract shall be sent to each of the following:

**Benjamin Siltman, [siltman@wapa.gov](mailto:siltman@wapa.gov)**

(d) If a Government Contract Administration Office (CAO) other than DOE has been designated for this contract, a copy of all correspondence shall also be sent to the Government CAO. The assigned CAO, if any, is designated on the form used to award this contract.

(End of Clause)

### 40. WES-G-1003 ASSIGNED CONTRACTING OFFICER (WAPA, JAN 2008)

(a) The Primary Contracting Officer responsible for administration of this contract is: **Benjamin Siltman**. This individual is responsible for performing all contractual actions required by the Government under the terms of this contract.

(b) Notwithstanding the above, in the event the above named individual is absent for an extended period or an urgent action is required, any other duly appointed Contracting Officer assigned to the Western Area Power Administration is authorized to perform required contractual action(s) within the limits of their authority.

(End of clause)

### 41. WES-G-1004 CONTRACTOR'S CONTRACT ADMINISTRATION (WAPA, FEB 2008)

The name, title, phone number, office name, and complete mailing address of the Contractor's point of contact for contract administration, including defective or improper invoices, is as follows:

Name: **Danny H Dang**

Title: **Assistant Project Manager**

Phone Number: **408-850-8159**

E-mail address: [hanghang\\_deng@dsius.com](mailto:hanghang_deng@dsius.com)

Company Name: **Doubletree Systems**

Fax Number: **N/A**

Address: **4030 Moorpark Avenue, Suite 222**

City/State/Zip: **San Jose, CA 95117**

(End of Clause)

#### **42. DOE-H-2013 CONSECUTIVE NUMBERING**

Due to automated procedures employed in formulating this document, clauses and provisions contained within may not always be consecutively numbered.

(End of clause)

#### **43. DOE- H-2033 ALTERNATIVE DISPUTE RESOLUTION**

(a) The DOE and the Contractor both recognize that methods for fair and efficient resolution of contractual issues in controversy by mutual agreement are essential to the successful and timely completion of contract requirements. Accordingly, DOE and the Contractor shall use their best efforts to informally resolve any contractual issue in controversy by mutual agreement. Issues of controversy may include a dispute, claim, question, or other disagreement. The parties agree to negotiate with each other in good faith, recognizing their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties.

(b) If a mutual agreement cannot be reached through negotiations within a reasonable period of time, the parties may use a process of alternate dispute resolution (ADR) in accordance with the clause at FAR 52.233-1, Disputes. The ADR process may involve mediation, facilitation, fact-finding, group conflict management, and conflict coaching by a neutral party. The neutral party may be an individual, a board comprised of independent experts, or a company with specific expertise in conflict resolution or expertise in the specific area of controversy. The neutral party will not render a binding decision, but will assist the parties in reaching a mutually satisfactory agreement. Any opinions of the neutral party shall not be admissible in evidence in any subsequent litigation proceedings.

(c) Either party may request that the ADR process be used. The Contractor shall make a written request to the Contracting Officer, and the Contracting Officer shall make a written request to the appropriate official of the Contractor. A voluntary election by both parties is required to participate in the ADR process. The parties must agree on the procedures and terms of the process, and officials of both parties who have the authority to resolve the issue must participate in the agreed upon process.

(d) ADR procedures may be used at any time that the Contracting Officer has the authority to resolve the issue in controversy. If a claim has been submitted by the Contractor, ADR procedures may be applied to all or a portion of the claim. If ADR procedures are used subsequent to issuance of a Contracting Officer's final decision under the clause at FAR 52.233-1, Disputes, their use does not alter any of the time limitations or procedural requirements for filing an appeal of the Contracting Officer's final decision and does not constitute reconsideration of the final decision.

(e) If the Contracting Officer rejects the Contractor's request for ADR proceedings, the Contracting Officer shall provide the Contractor with a written explanation of the specific reasons the ADR process is not appropriate for the resolution of the dispute. If the Contractor rejects the Contracting Officer's request to use ADR procedures, the Contractor shall provide the Contracting Officer with the reasons for rejecting the request.

#### **44. DOE- H-2034 CONTRACTOR INTERFACE WITH OTHER CONTRACTORS AND/OR GOVERNMENT EMPLOYEES**

The Government may award contracts to other contractors for work to be performed at a DOE-owned or –controlled site or facility. The Contractor shall cooperate fully with all other on-site DOE contractors and Government employees. The Contractor shall coordinate its own work with such other work as may be directed by the Contracting Officer or a duly authorized representative. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by a Government employee.

#### **45. DOE-H-2044 MATERIAL SAFETY DATA SHEET AVAILABILITY**

In implementation of the clause at FAR 52.223-3, Hazardous Material Identification and Material Safety Data, the Contractor shall obtain, review and maintain a Material Safety Data Sheet (MSDS) in a readily accessible manner for each hazardous material (or mixture containing a hazardous material) ordered, delivered, stored or used; and maintain an accurate inventory and history of use of hazardous materials at each use and storage location. The MSDS shall conform to the requirements of 29 CFR 1910.1200(g).

#### **46. DOE-H-2049 INSURANCE REQUIREMENTS**

(a) In accordance with the clause **FAR 52.228-5, Insurance – Work on a Government Installation**, the following types and minimum amounts of insurance shall be maintained by the Contractor:

(1) Workers' compensation – Amount in accordance with applicable Federal and State workers' compensation and occupational disease statutes.

(2) Employer's liability - \$100,000 (except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers).

(3) Comprehensive bodily injury liability - \$500,000.

(4) Property damage liability – None, unless otherwise required by the Contracting Officer.

(5) Comprehensive automobile bodily injury liability - \$200,000 per person and \$500,000 per occurrence.

(6) Comprehensive automobile property damage - \$20,000 per occurrence.

(a) The Contractor shall provide evidence of such insurance, if requested by the Contracting Officer; and the Contracting Officer may require such evidence to be provided prior to the commencement of work under the contract.

#### **47. DOE-H-2059 Preservation Of Antiquities, Wildlife And Land Areas**

(a) Federal Law provides for the protection of antiquities located on land owned or controlled by the Government. Antiquities include Indian graves or campsites, relics and artifacts. The Contractor shall control the movements of its personnel and its subcontractor's personnel at the job site to ensure that any existing antiquities discovered thereon will not be disturbed or destroyed by such personnel. It shall be the duty of the Contractor to report to the Contracting Officer the existence of any antiquities so discovered.

(b) The Contractor shall also preserve all vegetation (including wetlands) except where such vegetation must be removed for survey or construction purposes. Any removal of vegetation shall be in accordance with the terms of applicable habitat mitigation plans and permits. Furthermore, all wildlife must be protected consistent with programs approved by the Contracting Officer.

(c) Except as required by or specifically provided for in other provisions of this contract, the Contractor shall not perform any excavations, earth borrow, preparation of borrow areas, or otherwise disturb the surface soils within the job site without the prior approval of DOE or its designee.

#### **48. WES-H-1002 RETAINAGE/HOLDBACK FOR UNDELIVERED DATA (WAPA, APR 2009)**

The Government may retain/holdback up to **10 percent of CLIN 0001** and final payment will not be made until all final drawings, as-builts, operation and maintenance manuals, and any other data required under the contract have been delivered to and accepted by the Government.

(End of Clause)

#### **49. WES-H-1022 INDEMNITY (WAPA, FEB 2008)**

The contractor shall hold harmless and indemnify the United States and its officers, representatives, and employees, from all claims, losses, damages, actions, causes of action, expenses, and/or liability resulting from, brought for, or on account of, any loss, personal injury, death, or property damage, including but not limited to incidents related to the transportation, removal, disposal, and/or accidental discharge of toxic and/or hazardous waste or material, received or sustained by any person or persons, including but not limited to the contractor, the United States, or third parties, and any of their employees, agents, officers, or representatives, to the extent caused by, growing out of, resulting from, incident to, or connected with, the contractor's negligent performance under this contract.

(End of Clause)

#### **50. WES-H-1023 REQUIRED INSURANCE (WAPA, FEB 2008)**

(a) The contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance:

(1) Workman's Compensation Insurance in accordance with the laws of the state where contract performance occurs; Occupational Disease Coverage; and Employees Liability Coverage.

(2) Comprehensive General and Automobile Liability Insurance with the following minimum coverages:

(i) GENERAL LIABILITY

(A) Bodily Injury **\$500,000** per occurrence.

(B) Property Damage **\$500,000** each accident; **\$1,000,000** in the aggregate.

(ii) AUTOMOBILE INSURANCE

(A) Bodily Injury, **\$200,000** per person; **\$500,000** per occurrence.

(B) Property Damage, per occurrence: **\$20,000**.

(b) These policies shall have appropriate language waiving all subrogation rights against the Government, unless otherwise approved by the Contracting Officer.

(c) Prior to the commencement of work under this contract, the contractor shall furnish a copy of the insurance certificate (binder) or other objective evidence of the above-required insurance to the Contracting Officer. The policies shall contain an endorsement to the effect that cancellation or any material change in the insurance policies that adversely affect the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed, and in no event less than thirty (30) days after written notification is provided to the Contracting Officer.

(d) The contractor agrees to insert the substance of this clause, including this paragraph (d), into any subcontracts issued under this contract.

(End of Clause)

#### **51. WES-H-1030 EXPRESS WARRANTY (WAPA, JAN 2008)**

This contract requires offerors to provide at least the same warranty terms, including offers of extended warranties that are customarily offered to the general public under the offeror's standard commercial practices. If the offeror's standard commercial warranty is for a period of **less than five (5) years**, then this clause requires a minimum warranty duration of **5 years** from the date of acceptance of the equipment.

(End of Clause)

#### **52. WES-H-1031 FOREIGN VISITORS AND CONTRACT EMPLOYEES (WAPA, MAY 2005)**

The Contractor must receive prior, written approval from the appropriate Western Security Manager (WSM) before any non-U.S. Citizens (Foreign Nationals) visit or work at any Western Area Power Administration (Western) facility. The Contractor must certify in writing that:

(1) Each of their employees working under this contract that may visit or be assigned to work at any Western facility is a U.S. Citizen, or;

(2) The Contractor shall provide an accurately completed Foreign National Data Card, WAPA Form 3000-72, **Attachment C** for each of their Foreign National employees that may visit or work at any Western facility. The Contractor shall forward the completed Form to the COR at least 45 days in advance of each Foreign National employee's visit or their beginning of work. Foreign National employees shall not be allowed on-site at any Western facility without prior approval of the cognizant WSM. Circumstances which do not allow a 45 day notification require prior, written approval of the cognizant WSM. The Contractor shall include this requirement in any subcontract it issues under this contract. Western reserves the right to remove any contract employee from Western's property pending the conclusion of the Foreign National background check.

(End of Clause)

#### **53. WES-H-1037 SAFETY AND HEALTH - HIGH RISK (WAPA, MAY 2005)**

In performing the work required by this contract, the Contractor shall comply with all applicable Federal, State, or local safety, health, or industrial safety codes including the latest effective standards promulgated by the Department of Labor, Occupational Safety and Health Administration; Safety and Health Standards 29 CFR 1910, 29 CFR 1925; and the Construction Safety and Health regulations promulgated under Section 107 of the Contract Work Hours and Safety Standards Act, 29 CFR 1926. If there is a conflict between the requirements of the applicable Federal, State, or local safety, health, or industrial safety codes, the more stringent requirements shall prevail. For any cranes used in the performance of this contract, a copy of the crane inspection records shall be furnished to Western's on-site representative prior to the performance of work. The United States is liable only for negligence on the part of its employees in accordance with the Federal Tort Claims Act, as amended.

Prior to starting work, an on-site safety meeting shall be held with Western's representative to address and discuss safety procedures related to the work required.

In addition, the contractor agrees to the following requirements:

- (1) A hazard evaluation will be developed for each major work component.
- (2) The Contractor agrees that Western has the right to remove any supervisor that does not adhere to said requirements.

(End of Clause)

#### **54. WES-H-1046 WARRANTED CHARACTERISTICS (WAPA, JAN 2012)**

The Contractor warrants that the performance of the transformer will be at least as good as stated below, with rated voltage and frequency applied to each winding:

Contract Line Item **0001**

(1) Warranted No-load Losses in kilowatts: ..... **105kW<sup>1</sup>**

(2) Load losses (base MVA) in kilowatts:..... **126kW<sup>1</sup>**

<sup>1</sup> Round off to the nearest tenth of a kilowatt

(End of Clause)

#### **55. WES-H-1047 FAILURE TO MEET WARRANTED CHARACTERISTICS (WAPA, JAN 2012)**

Prior to payment, the kilowatt losses stated in the "*Warranted Characteristics*" clause of this contract shall be compared with the actual loss values given in the test report required by the Specification. Monetary value will be established for the actual kilowatt losses of the transformer(s) on the basis of the rates given below. In the event that the actual monetary value exceeds the monetary value calculated for warranted losses, the price of the transformer(s) shall be reduced by the amount that the monetary value of the actual losses exceeds the monetary value of the warranted losses.

No-Load Losses: **\$6,322/kW**

Load Losses: **\$3,066/kW**

(End of Clause)

#### **56. 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2017)**

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

(1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(3) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(4) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).



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

*[Contracting Officer Check as appropriate.]*

- ☒ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).
- ☐ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#)).
- ☐ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- ☐ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- ☐ (5) [Reserved].
- ☐ (6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ☐ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ☒ (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) ([31 U.S.C. 6101 note](#)).
- ☒ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) ([41 U.S.C. 2313](#)).
- ☐ (10) [Reserved].
- ☐ (11)(i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).
- ☐ (ii) Alternate I (Nov 2011) of [52.219-3](#).
- ☐ (12)(i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- ☐ (ii) Alternate I (Jan 2011) of [52.219-4](#).
- ☐ (13) [Reserved]
- ☒ (14)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).
- ☒ (ii) Alternate I (Nov 2011).
- ☐ (iii) Alternate II (Nov 2011).
- ☐ (15)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- ☐ (ii) Alternate I (Oct 1995) of [52.219-7](#).
- ☐ (iii) Alternate II (Mar 2004) of [52.219-7](#).
- ☒ (16) [52.219-8](#), Utilization of Small Business Concerns (Nov 2014) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- ☐ (17)(i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2017) ([15 U.S.C. 637\(d\)\(4\)](#)).
- ☐ (ii) Alternate I (Nov 2016) of [52.219-9](#).
- ☐ (iii) Alternate II (Nov 2016) of [52.219-9](#).
- ☐ (iv) Alternate III (Nov 2016) of [52.219-9](#).
- ☐ (v) Alternate IV (Nov 2016) of [52.219-9](#).
- ☐ (18) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011)([15 U.S.C. 644\(r\)](#)).
- ☐ (19) [52.219-14](#), Limitations on Subcontracting (Jan 2017) ([15 U.S.C. 637\(a\)\(14\)](#)).
- ☐ (20) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

- ☐ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- ☒ (22) [52.219-28](#), Post Award Small Business Program Rerepresentation (Jul 2013) ([15 U.S.C. 632\(a\)\(2\)](#)).
- ☐ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Dec 2015) ([15 U.S.C. 637\(m\)](#)).
- ☐ (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Dec 2015) ([15 U.S.C. 637\(m\)](#)).
- ☒ (25) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- ☒ (26) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).
- ☒ (27) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- ☒ (28) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).
- ☒ (29) [52.222-35](#), Equal Opportunity for Veterans (JUL 2014) ([38 U.S.C. 4212](#)).
- ☒ (30) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUL 2014) ([29 U.S.C. 793](#)).
- ☒ (31) [52.222-37](#), Employment Reports on Veterans (FEB 2016) ([38 U.S.C. 4212](#)).
- ☒ (32) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ☒ (33)(i) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- ☐ (ii) Alternate I (Mar 2015 of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- ☐ (34) [52.222-54](#), Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- ☐ (35) [52.222-59](#), Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issues after April 24, 2017).
- ☒ (36) [52.222-60](#), Paycheck Transparency (Executive Order 13673) (OCT 2016).
- ☐ (37)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- ☐ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- ☐ (40)(i) [52.223-13](#), Acquisition of EPEAT® -Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514)
- ☐ (ii) Alternate I (OCT 2015) of [52.223-13](#)
- ☐ (41)(i) [52.223-14](#), Acquisition of EPEAT® -Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (JUN 2014) of [52.223-14](#)
- ☐ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- ☐ (43)(i) [52.223-16](#), Acquisition of EPEAT® -Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (JUN 2014) of [52.223-16](#).

- ☒ (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- ☐ (45) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).
- ☐ (46) [52.223-21](#), Foams (JUN 2016) (E.O. 13693).
- ☐ (47)(i) [52.224-3](#), Privacy Training (JAN 2017) (5 U.S.C. 552a).
- ☐ (ii) Alternate I (JAN 2017) of [52.224-3](#).
- ☒ (48) [52.225-1](#), Buy American—Supplies (May 2014) ([41 U.S.C. chapter 83](#)).
- ☐ (49)(i) [52.225-3](#), Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ☐ (ii) Alternate I (May 2014) of [52.225-3](#).
- ☐ (iii) Alternate II (May 2014) of [52.225-3](#).
- ☐ (iv) Alternate III (May 2014) of [52.225-3](#).
- ☐ (50) [52.225-5](#), Trade Agreements (OCT 2016) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).
- ☒ (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
- ☐ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- ☐ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- ☐ (55) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- ☐ (56) [52.232-30](#), Installment Payments for Commercial Items (Jan 2017) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- ☒ (57) [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
- ☐ (58) [52.232-34](#), Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
- ☐ (59) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).
- ☐ (60) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- ☐ (61) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).
- ☒ (62)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).
- ☐ (ii) Alternate I (Apr 2003) of [52.247-64](#).

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

[Contracting Officer check as appropriate.]

- ☐ (1) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).
- ☐ (2) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).
- ☐ (3) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

☐ (4) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

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

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

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

☐ (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015)

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

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

☐ (11) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

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

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2010) ([41 U.S.C. 3509](#)).

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

(iii) [52.219-8](#), Utilization of Small Business Concerns (Nov 2016) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

- (iv) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).
- (v) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015)
- (vi) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O. 11246).
- (vii) [52.222-35](#), Equal Opportunity for Veterans (OCT 2015) ([38 U.S.C. 4212](#)).
- (viii) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUL 2014) ([29 U.S.C. 793](#)).
- (ix) [52.222-37](#), Employment Reports on Veterans (FEB 2016) ([38 U.S.C. 4212](#)).
- (x) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (xi) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).
- (xii) (A) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- (B) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- (xiii) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (xiv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (xv) [52.222-54](#), Employment Eligibility Verification (AUG 2013).
- (xvi) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xvii) [52.222-59](#), Compliance with Labor Laws (Executive Order 13673) (OCT 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).
- Note to paragraph (e)(1)(xvi):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.
- (xviii) [52.222-60](#), Paycheck Transparency (Executive Order 13673)(OCT 2016)).
- (xix) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017)(E.O. 13706).
- (xx)(A) [52.224-3](#), Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (B) Alternative I (JAN 2017) of 52.224-3.
- (xxi) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
- (xxii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).
- (xxiii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

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

(End of clause)

## 57. DOE-J-2001 LIST OF ATTACHMENTS

The following attachments constitute a part of this contract:

<b>Attachment</b>	<b>Description</b>	<b>Date</b>	<b>No. of Pages</b>
A	Specifications	07/28/2017	33
B	Drawings	02/27/2017	05
C	Foreign National Data Card	06/06/2017	03
D	Transformer Data Sheet	06/06/2017	03

(End of Clause)



**PROPOSAL**  
for  
**Western Area Power Administration**  
**Rocky Mountain Regional Office**  
per RFQ: DE-SOL-0011343



Ault KU1A Autotransformer

August 29th, 2017



Date: August 29th, 2017

Subject: Proposal per RFQ: DE-SOL-0011343  
Ault KU1A Autotransformer

Dear Benjamin Siltman,

In accordance with your Request for Proposal, Doubletree Systems appreciates the chance to provide the quotation as per technical specification. We confirm that our proposal is based on the requirements specified by the above mentioned RFQ unless specifically clarified in this proposal.

Doubletree Systems, authorized by JSHP (see attached letter), acts as exclusively partner for JSHP in North America market, provides marketing and service support (pre-sale and warranty service) and so far, in about 8 years, with this partnership, there are over a hundred of JSHP power transformers are in operation in USA & Canada. The biggest one is a 345KV 610MVA transformer connected to Con Edison New York from the Bayonne Energy Center (the details is included in this proposal).

This proposal is valid for 60 days from 08/29/2017.

Below is our quotation summary:

Item	Qty	Specification	Unit Price(USD)	Delivery Time
1	1	Autotransformer, 3 phase, 345 kV, 600MVA, ONAN/ONAF/ONAF, with mineral oil & 5 years warranty	<b>*\$2,478,000</b>	<b>**44 Weeks ARO</b>

**\*Unit prices have been expressed in US dollars, DDP to site, including off-loading. Spare parts, field engineer service and assembly are NOT included. Please see proposal form SF1449 for details(field assembly is quoted by non-union labor).**

**\*\*Delivery time is DDP to site, assembly, oil filling and test will need another 3 weeks.**

This quotation consists of the following parts:

- Part 1 Commercial Proposal
  - 1.1 SF 1449
  - 1.2 Amendment 1, 2 & 3
  - 1.3 52.211-8 Time of Delivery
  - 1.4 52.223-3 Hazardous Material
  - 1.5 WES-G-1004 Contractors contact administration
  - 1.6 WES-H-1046 Warranted Characteristics
  - 1.7 52.212-3 Offeror Representation and Certifications





- 1.8 52.209-5 Certification Regarding a Felony Conviction
- 1.9 52.209-7 Information Regarding Responsibility Matters
- 1.10 52.225-2 Buy American Certificate
  
- Part 2 Technical Proposal
  - 2.1 Attachment D - Ault Transformer Data Sheet 600 MVA
  - 2.2 Preliminary Outline
  - 2.3 Recommended Spare Parts List
  
- Part 3 Preliminary Project Schedule
  
- Part 4 5 Years Warranty
  
- Part 5 JSHP Service and References in North America
  - 5.1 JSHP Transformer Service in North America
  - 5.2 JSHP ANSI/IEEE References
  - 5.3 JSHP 2017 Major Equipment Supplier Review – PacifiCorp
  - 5.4 JSHP Featured Project References
  
- Part 6 ISO Certificates

Should you have any questions or any additional information is needed please contact me any time.

Again, I appreciate the chance you gave to us and I am looking forward to proving our high quality, economic and quick delivery solution via providing the quoted transformers.

Sincerely yours,

Jim Y Cai

President

Doubletree Systems Inc.  
4030 Moorpark Ave., Ste. 222  
San Jose, CA 95117  
Tel: 408-850-1416  
Fax: 408-519-7091  
Email: jimcai@dsius.com

## Authorization Letter

To whom it may concern,

Jiangsu Huapeng Transformer Co., Ltd., doing business as JSHP Transformer, headquartered at 68 Kunlun Development Zone, Liyang City, Jiangsu Province, China 213300, here authorizes Mr. Jim Y Cai, president of Doubletree Systems Inc, located at 4030 Moorpark Avenue, Suite 222, San Jose, CA 95117, USA to represent JSHP Transformer and act as Manager, JSHP North American Marketing & service. This authorization is valid from January 1<sup>st</sup>, 2017 to December 31<sup>st</sup>, 2018.

Sincerely yours,



Hongjin Qian  
Chairman  
Jiangsu Huapeng Transformer Co., Ltd.  
68 Kunlun Development Zone,  
Liyang City, Jiangsu Province, China 213300  
Mobile: +86 13813525858  
Tel: +8651987319199  
Fax: +8651987319215  
Email: yc\_song@jshp.com



## **Part 1      Commercial Proposal**

Proposal per RFQ: DE-SOL-0011343

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER 17WA121132		PAGE OF 1 60	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER DE-SOL-0011343		6. SOLICITATION ISSUE DATE 06/22/2017
7. <b>FOR SOLICITATION INFORMATION CALL:</b>		a. NAME Benjamin Siltman			b. TELEPHONE NUMBER (No collect calls) 970-461-7630		8. OFFER DUE DATE/LOCAL TIME 07/25/2017 1400 MT
9. ISSUED BY  WAPA (RMR) US DOE/WESTERN AREA POWER ROCKY MOUNTAIN REGIONAL OFFICE 5555 E. CROSSROADS BLVD LOVELAND CO 80539-8986			CODE RMR	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR:  <input checked="" 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 <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A)  NAICS: 335311  SIZE STANDARD: 750			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO  See Attachment A - Specifications		CODE	16. ADMINISTERED BY  WAPA (RMR) US DOE/WESTERN AREA POWER ROCKY MOUNTAIN REGIONAL OFFICE 5555 E. CROSSROADS BLVD LOVELAND CO 80539-8986				
17a. CONTRACTOR/OFFEROR  Doubletree Systems, Inc 4030 Moorpark Ave., Ste. 222 San Jose, CA 95117  TELEPHONE NO. 408-850-1416		CODE 1112523032	*ACILITY CODE	18a. PAYMENT WILL BE MADE BY  CODE RMR			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				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
	AULT KUIA AUTOTRANSFORMER, 3 PHASE, 345/230/13.8-KV, 360,000/480,000/600,000 - 66,666/100,000/133,333 KVA, TRIPLE RATED ONAN/ONAF/ONAF, USING MINERAL OIL, IN ACCORDANCE WITH (IAW) ATTACHMENT A - SPECIFICATIONS, INCLUDING A FIVE YEAR WARRANTY  TRANSFORMER WILL REQUIRE A FIVE (5) YEAR WARRANTY, MINERAL OIL, TOOLS, APPLIANCES, AND SPARE PARTS, TRANSPORTATION AND OFF-LOADING, ERECTING ENGINEERING SERVICES, A TRIP TO THE JOB  (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. *AR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. *AR 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: _____ 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)  Signature on File			
30b. NAME AND TITLE OF SIGNER (Type or print) Jim Y Cai, President		30c. DATE SIGNED 8/27/2017		31b. NAME OF CONTRACTING OFFICER (Type or print) Anne H. Anderson		31c. DATE SIGNED 06/22/2017	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SITE, AND TRANSFORMER ASSEMBLY.				
00001	AULT KUIA AUTOTRANSFORMER, 3 PHASE, 345/230/13.8-KV, 360,000/480,000/600,000 - 66,666/100,000/133,333 KVA, TRIPLE RATED ONAN/ONAF/ONAF, USING MINERAL OIL, IN ACCORDANCE WITH (IAW) ATTACHMENT A - SPECIFICATIONS, INCLUDING A FIVE YEAR WARRANTY	1	EA	\$1,952,000	\$1,952,000
00002	MINERAL OIL FOR THE TRANSFORMER, FOR USE WITH ITEM 0001 ABOVE, IAW ATTACHMENT A SPECIFICATIONS PARAGRAPH 1.17	1	LS	\$80,000	\$80,000
00003	TOOLS, APPLIANCES, AND SPARE PARTS FOR ONE TRANSFORMER IAW ATTACHMENT A SPECIFICATIONS PARAGRAPHS 1.19 AND 1.21	1	LS	\$91,200	\$91,200
00004	TRANSPORTATION AND OFF-LOADING FOR ITEMS 0001, 0002, AND 0003 TO AULT SUBSTATION	1	LS	\$446,000	\$446,000
00005	ERECTING ENGINEER STRAIGHT TIME SERVICES	80	HR	\$150	\$12,000
00006	ERECTING ENGINEER EXTRA-TIME SERVICES Continued ...	20	HR	\$200	\$4,000

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00007	ROUND TRIP TO JOB SITE	1	LS	\$3,000	\$3,000
00008	<p>TRANSFORMER ASSEMBLY IAW ATTACHMENT A SPECIFICATIONS PARAGRAPH 3.6</p> <p>ITEM 0005 AND 0006: ESTIMATED QUANTITIES ONLY. PAYMENT WILL BE MADE FOR ACTUAL HOURS PROVIDED.</p> <p>REFER TO ATTACHMENT A - SPECIFICATION PARAGRAPH 3.2 FOR "SERVICES OF ERECTING ENGINEERS AND TRIP TO JOB SITE."</p> <p>REFER TO ATTACHMENT A - SPECIFICATION PARAGRAPH 3.2 SHOULD AN ADDITIONAL ROUND TRIP TO THE JOB SITE (FINAL DELIVERY LOCATION) BE NECESSARY FOR "ERECTING ENGINEER EXTRA-TIME SERVICES"</p>	1	LS	\$100,000	\$100,000

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. ( &*/\$ (/ ID CODE		2 -% & 2 -%3 1 2	
2. AMENDMENT/ &, ! ( TION NO. 000001		C°%~%/(10% . /% 07/13/2017		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY CODE WAPA (RMR) US DOE/WESTERN AREA POWER ROCKY MOUNTAIN REGIONAL OFFICE 5555 E. CROSSROADS BLVD LOVELAND CO 80539-8986		RMR		5. 2\$&4%/( NO. (If applicable)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  Doubletree System, Inc 4030 Moorpark Ave., Ste 222 San Jose, CA 95117		(x) ? . A.%*,.%*/ OF SOLICIT TION NO° DE-SOL-0011343 9B. DATED (SEE ITEM 11) 06/22/2017 10A. &, ! ( TION OF CONTRACT/ORDER NO. 10B. , TED (SEE ITEM 13)		7. ADMINISTERED BY (If other than Item 6) CODE	
CODE 1112523032		~ (!"!) CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended. <input type="checkbox"/> is not extended. & fers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. ~ AILURE OF YOUR ( )*&+ "%,-.% %*/ / O BE RECEIVED / THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR / & THE HOUR ND DATE SPECIFIED MA' RESUL/ IN REJECTION OF YOUR OFFER If by virtue of this amendment you desire to change an offer already submitted , such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND 22\$&2\$! TION DA/ (If required)					
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO; (Specify authority) THE CHANGES SET FORTH IN ITEM 14 RE MADE IN THE CONTRA(/ ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED / O REFLECT THE ,..!13/\$ TIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, 2#\$3# * T TO THE #/1&\$!/ OF FAR 43.103(b). C. THIS SUPPLEMENT " -\$\$%.*%*/ IS ENTERED INTO PURSUANT TO #/1&\$!/ OF; D. OTHER (Specify type of modification and authority)				
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office*					
14. DESCRIPTION OF .%*,.%*/ >.&, ! ( TION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this amendment is to extend the date for receipt of offers as well as to establish a cutoff for date for the receipt of any additional questions. 1. The date for receipt of offers is hereby extended to 8 August 2017 at 1400 MT. 2. After 13 July 2017 at 1400 MT, no further questions concerning the solicitation shall be submitted. If questions are received after this date they may or may not be addressed, at the discretion of the Contracting Officer. 3. All of the questions answered will be provided to all prospective offerors through a solicitation amendment posted on the internet at the web page addresses www.fbo.gov and Continued ... Except as provided herein, all terms and conditions of the document referenced in Item 9 or 7= , as heretofore changed, remains unchanged and in full force and effect*					
15A. NAME AND TITLE OF SIGNER (Type or print) Jim Y Cai, President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Benjamin R. Siltman			
15B. ( &*/\$ (/ &\$ >&~%\$&\$  (Signature of person authorized to sign)		15C. , TE SIGNED 8/23/2017		16B. UNITED ST TES OF .%\$( Signature on File (Signature of Contracting Officer)	
				16C. , TE SIGNED 07/13/2017	



NAME OF OFFEROR OR CONTRACT&\$

ITEM NO. (A)	3#22"!%3> 3%\$0l(%3 (B)	B# *!l/ (C)	#*l/ (D)	#*l/ PRICE (E)	.&#*/ (F)
	<p>www.fedconnect.net. The identity of the prospective offerors asking questions will be withheld.</p> <p>4. All other terms and conditions remain the same.</p>				



CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED DE-SOL-0011343/0002	2 -%	&~
		2	2

NAME OF OFFEROR OR CONTRACT&\$

ITEM NO. (A)	3#22"!%3> 3%\$0l(%3 (B)	B# *!l/" (C)	#*l/" (D)	#*l/ PRICE (E)	.&#*l/ (F)
	<p>replaces Attachment B - Ault KU1A Transformer Drawings. The only change is the addition of drawing AU 0015, Ault Substation Location and Vicinity Map.</p> <p>4. The document Attachment A - REVISED AMD 0002 Ault KU1A Transformer Specifications hereby replaces Attachment A - Ault KU1A Transformer Specifications. The only change can be found in red on pages 26, paragraph 2.3.</p> <p>5. A revised copy of the terms and conditions are attached. The sole changes can be found in the following clauses: WES-H-1030 EXPRESS WARRANTY (WAPA, JAN 2008) and WES-H-1046 WARRANTED CHARACTERISTICS (WAPA, JAN 2012).</p> <p>6. All other terms and conditions remain the same.</p>				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. ( &*/\$ (/ ID CODE		2 -% & 2 -%3 1 3	
2. AMENDMENT/ &, ! ( TION NO. 0003		C°%~%/(10% . /% 08/22/2017		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY CODE WAPA (RMR) US DOE/WESTERN AREA POWER ROCKY MOUNTAIN REGIONAL OFFICE 5555 E. CROSSROADS BLVD LOVELAND CO 80539-8986		RMR		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  Doubletree Systems, Inc 4030 Moorpark Ave., Ste. 222 San Jose, CA 95117		(x) ? . A.% ,.%*/ OF SOLICIT TION NO° DE-SOL-0011343 9B. DATED (SEE ITEM 11) 06/22/2017 10A. &, ! ( TION OF CONTRACT/ORDER NO. 10B. , TED (SEE ITEM 13)			
CODE 1112523032		~ (!"!) CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> is not extended. & fers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. ~ AILURE OF YOUR ( )*&+"%,-.% %*/ / O BE RECEIVED / THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR / & THE HOUR ND DATE SPECIFIED MA' RESUL/ IN REJECTION OF YOUR OFFER If by virtue of this amendment you desire to change an offer already submitted , such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND 22\$&2\$! TION DA/ (If required)					
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO; (Specify authority) THE CHANGES SET FORTH IN ITEM 14 RE MADE IN THE CONTRA(/ ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED / O REFLECT THE ..!"13/\$ TIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, 2#\$3# * T TO THE #/1&\$!/ OF FAR 43.103(b).				
	C. THIS SUPPLEMENT " -\$\$%.%*/ IS ENTERED INTO PURSUANT TO #/1&\$!/ OF;				
	D. OTHER (Specify type of modification and authority)				
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office*					
14. DESCRIPTION OF .%*,.%*/ >.&, ! ( TION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this amendment is to include clause 52.212-2 EVALUATION-COMMERCIAL ITEMS (JAN 1999) which was inadvertently omitted from the solicitation.  1. Clause 52.212-2 EVALUATION-COMMERCIAL ITEMS (JAN 1999) is hereby incorporated into the solicitation. The content is listed below:  52.212-2 EVALUATION-COMMERCIAL ITEMS (JAN 1999)  (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to Continued ...  Except as provided herein, all terms and conditions of the document referenced in Item 9 or 7= , as heretofore changed, remains unchanged and in full force and effect*					
15A. NAME AND TITLE OF SIGNER (Type or print) Jim Y Cai, President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Benjamin R. Siltman			
15B. ( &*/\$ (/ &\$ >&~%\$&\$  (Signature of person authorized to sign)		15C. , TE SIGNED 8/23/2017		16B. UNITED ST TES OF .%\$( Signature on File (Signature of Contracting Officer)	
				16C. , TE SIGNED 08/22/2017	

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED DE-SOL-0011343/0003	2 -%	& -
		2	3

NAME OF OFFEROR OR CONTRACT&\$

ITEM NO. (A)	3#22"!%3> 3%\$0l(%3 (B)	B# *!l/ (C)	#*l/ (D)	#*l/ PRICE (E)	.&#*l/ (F)
	<p>evaluate offers:</p> <p>\$ Contractor's Price (Item No. 0001 - 0008)  + \$ Warranted No-Load Loss factor (Contractor's warranted no-load loss rate x \$6,322) #  + \$ Warranted Load Loss factor (Contractor's warranted load loss rate x \$3,066) #  = \$ Total Price for Evaluation  + \$ Buy American Act Evaluation Factor, for non-domestic products, if applicable ^  \$ Total Price for Evaluation, Including Buy American Act Evaluation Factor</p> <p># See WES-H-1046, Warranted Characteristics, at paragraph #54, and WES-H-1047, Failure to Meet Warranted Characteristics, at paragraph #55.</p> <p>^ The Buy American Act applies to this solicitation. The restrictions of the Buy American Act are not waived for NAFTA or Trade Agreement Country end products; however, an evaluation factor (12% of the applicable non-domestic solicitation line item numbers) will be added to total price proposal for evaluation purposes, if non-domestic products are included in proposal. See FAR 52.225-1, Buy American Act (at 52.212-5 (56)), and 52.212-3(f) Buy American Act Certificate. Complete 52.212-3(f) for non-domestic items.</p> <p>Technical and past performance, when combined, are N/A</p> <p>(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).</p> <p>(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</p> <p>Continued ...</p>				

NAME OF OFFEROR OR CONTRACT&\$

ITEM NO. (A)	3#22"!%3> 3%\$0l(%3 (B)	B# *!l/" (C)	#*l/ (D)	#*l/ PRICE (E)	.&#*/ (F)
	<p>offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.</p> <p>(End of provision)</p> <p>2. The hour and date for receipt of offers is not extended.</p> <p>3. All other terms and conditions remain the same.</p>				

**9. 52.211-8 TIME OF DELIVERY (JUNE 1997)-ALTERNATE I (APR 1984)**

(a) The Government requires delivery to be made according to the following schedule:

<b>REQUIRED DELIVERY SCHEDULE</b>			
<b>Item No.</b>	<b>Quantity</b>	<b>Not Sooner Than</b>	<b>Or Later Than</b>
<b>0001 through 0004</b>	<b>EA, LS</b>	<b>1 November 2018</b>	<b>31 January 2019</b>
<b>0005 through 0008</b>	<b>LS,HR, Round Trip</b>	<b>1 November 2018</b>	<b>31 March 2019</b>

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

<b>OFFEROR'S PROPOSED DELIVERY SCHEDULE</b>			
<b>Item No.</b>	<b>Quantity</b>	<b>Not Sooner Than</b>	<b>Or Later Than</b>
0001 - 0004	EA, LS	Doubletree Systems Inc will meet the required delivery schedule.	
0005 - 0008	LS, HR, Round Trip	Doubletree Systems Inc will meet the required delivery schedule.	

(b) The delivery dates or specific periods above are based on the assumption that the Government will make award by . Each delivery date in the delivery schedule above will be extended by the number of calendar days after the above date that the contract is in fact awarded. Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed or otherwise furnished to the successful offeror results in a binding contract. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails.

(End of clause)

**10. 52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000)**

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of **\$1,498.11** per calendar day of delay.



(d) *Recovery of excessive pass-through charges.* If the Contracting Officer determines that excessive pass-through charges exist;

(1) For other than fixed-price contracts, the excessive pass-through charges are unallowable in accordance with the provisions in FAR subpart [31.2](#); and

(2) For applicable DoD fixed-price contracts, as identified in [15.408\(n\)\(2\)\(i\)\(B\)](#), the Government shall be entitled to a price reduction for the amount of excessive pass-through charges included in the contract price.

(e) *Access to records.*

(1) The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor's records (as defined at FAR [52.215-2\(a\)](#)) necessary to determine whether the Contractor proposed, billed, or claimed excessive pass-through charges.

(2) For those subcontracts to which paragraph (f) of this clause applies, the Contracting Officer, or authorized representative, shall have the right to examine and audit all the subcontractor's records (as defined at FAR [52.215-2\(a\)](#)) necessary to determine whether the subcontractor proposed, billed, or claimed excessive pass-through charges.

(f) *Flowdown.* The Contractor shall insert the substance of this clause, including this paragraph (f), in all cost-reimbursement subcontracts under this contract that exceed the simplified acquisition threshold, except if the contract is with DoD, then insert in all cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in [15.408\(n\)\(2\)\(i\)\(B\)\(2\)](#), that exceed the threshold for obtaining cost or pricing data in accordance with FAR [15.403-4](#).

(End of Clause)

## **12. 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997), ALTERNATE I (JUL 1995)**

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (*If none, insert "None"*) Identification No.

None

None

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful

Contract Specialists Name: **Benjamin Siltman**  
Telephone: **970-461-7630**  
Email: [siltman@wapa.gov](mailto:siltman@wapa.gov)  
U.S. Department of Energy  
Western Area Power Administration

(b) All correspondence submitted under this contract shall reference the contract number.

(c) One copy of all correspondence related to this contract shall be sent to each of the following:

**Benjamin Siltman, [siltman@wapa.gov](mailto:siltman@wapa.gov)**

(d) If a Government Contract Administration Office (CAO) other than DOE has been designated for this contract, a copy of all correspondence shall also be sent to the Government CAO. The assigned CAO, if any, is designated on the form used to award this contract.

(End of Clause)

#### **40. WES-G-1003 ASSIGNED CONTRACTING OFFICER (WAPA, JAN 2008)**

(a) The Primary Contracting Officer responsible for administration of this contract is: **Benjamin Siltman**. This individual is responsible for performing all contractual actions required by the Government under the terms of this contract.

(b) Notwithstanding the above, in the event the above named individual is absent for an extended period or an urgent action is required, any other duly appointed Contracting Officer assigned to the Western Area Power Administration is authorized to perform required contractual action(s) within the limits of their authority.

(End of clause)

#### **41. WES-G-1004 CONTRACTOR'S CONTRACT ADMINISTRATION (WAPA, FEB 2008)**

The name, title, phone number, office name, and complete mailing address of the Contractor's point of contact for contract administration, including defective or improper invoices, is as follows:

Name: <u>Jim Y Cai</u>	Title: <u>President</u>
Phone Number: <u>(408) 850-1416</u>	E-mail address: <u>jimcai@dsius.com</u>
Company Name: <u>Doubletree Systems Inc.</u>	Fax Number: <u>(408) 519-7091</u>
Address: <u>4030 Moorpark Ave., Ste 222</u>	City/State/Zip: <u>San Jose, CA 95117</u>

(End of Clause)

#### **42. DOE-H-2013 CONSECUTIVE NUMBERING**

- (1) A hazard evaluation will be developed for each major work component.
- (2) The Contractor agrees that Western has the right to remove any supervisor that does not adhere to said requirements.

(End of Clause)

#### 54. WES-H-1046 WARRANTED CHARACTERISTICS (WAPA, JAN 2012)

The Contractor warrants that the performance of the transformer will be at least as good as stated below, with rated voltage and frequency applied to each winding:

Contract Line Item **0001**

(1) Warranted No-load Losses (maximum) in kilowatts: ..... 105 <sup>1</sup>kW

(2) Load losses (maximum) in kilowatts: ..... 126 <sup>1</sup> kW @360MVA,  
85 degree C

Loading condition assumptions for CLIN 00012 are given in the **Specifications, Attachment A, Part 2, Paragraph 2.4, Table F, Condition B).**

<sup>1</sup> Round off to the nearest tenth of a kilowatt

(End of Clause)

#### 55. WES-H-1047 FAILURE TO MEET WARRANTED CHARACTERISTICS (WAPA, JAN 2012)

Prior to payment, the kilowatt losses stated in the "*Warranted Characteristics*" clause of this contract shall be compared with the actual loss values given in the test report required by the Specification. Monetary value will be established for the actual kilowatt losses of the transformer(s) on the basis of the rates given below. In the event that the actual monetary value exceeds the monetary value calculated for warranted losses, the price of the transformer(s) shall be reduced by the amount that the monetary value of the actual losses exceeds the monetary value of the warranted losses.

No-Load Losses: **\$6,322/kW**

Load Losses: **\$3,066/kW**

(End of Clause)

#### 56. 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2017)

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

(1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(3) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

#### 74. DOE-L-2028 AGENCY PROTEST REVIEW

Protests to the agency will be decided either at the level of the Head of the Contracting Activity or at the Headquarters level. The Department of Energy's agency protest procedures, set forth at 48 CFR 933.103, elaborate on these options and on the availability of a suspension of a procurement that is protested to the Department. The Department encourages potential protestors to discuss their concerns with the Contracting Officer prior to filing a protest.

#### 75. 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (JAN 2017)

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

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

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

“Forced or indentured child labor” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

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

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

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

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

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

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

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

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

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

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

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

(6) Have been voluntarily suspended.

“Sensitive technology”—

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

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

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

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

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

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

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

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

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

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

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“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.

“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.

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

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

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

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

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

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

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



[Offeror to identify the applicable paragraphs at (c) through (u) 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 will be performed in the United States or its outlying areas. Check all that apply.**

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

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

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

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

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

**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 business 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:

Line Item No.	Country of Origin
<u>0001</u>	<u>China</u>
_____	_____
_____	_____

[List as necessary]

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

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

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

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

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

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

[List as necessary]

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

product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

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

[List as necessary]

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

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

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

Line Item No.

[List as necessary]

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

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

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

[List as necessary]

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

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

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

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

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §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 products.*

Listed End Product	Listed Countries of Origin
<u>None</u>	<u>None</u>
_____	_____

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

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

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

(2) ☒ Outside the United States.

(k) **Certificates regarding exemptions from the application of the Service Contract Labor Standards.** (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*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 performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

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

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

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

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

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

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

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

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

(l) **Taxpayer Identification Number (TIN)** ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

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

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

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

- ☐• TIN: \_\_\_\_\_.
- ☐• TIN has been applied for.
- ☐• TIN is not required because:
- ☐• Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐• Offeror is an agency or instrumentality of a foreign government;
- ☐• Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

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

(5) *Common parent.*

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

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

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

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

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

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

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

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).



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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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

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

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

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

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

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

Immediate owner CAGE code: \_\_\_\_\_.

Immediate owner legal name: \_\_\_\_\_.

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

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

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

Highest-level owner CAGE code: \_\_\_\_\_.

Highest-level owner legal name: \_\_\_\_\_.

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

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

(1) As required by 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 ☐ is not ☒ a successor to a predecessor that held a Federal contract or grant within the last three years.

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

Predecessor CAGE code: \_\_\_\_\_ (or mark "Unknown")

Predecessor legal name: \_\_\_\_\_ (Do not use a "doing business as" name)

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

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

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

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

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

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

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

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

(1) The labor law violated.

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

(3) The date rendered.

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

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

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

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

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

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

(C) The representation in paragraph (s)(2) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation in accordance with the procedures set forth in FAR 12.403.

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

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

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

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

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

(2) *Representation.* [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

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

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

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

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

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

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

(End of Provision)

Alternate I (Oct 2014). As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

\_\_\_\_ Black American.

\_\_\_\_ Hispanic American.

\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_ Individual/concern, other than one of the preceding.

**76. 52.209-5 CERTIFICATION REGARDING A FELONY CONVICTION UNDER ANY FEDERAL LAW OR AN UNPAID FEDERAL TAX LIABILITY (FOR FY 2014 AND SUBSEQUENT YEARS) (MAY 2014) DEVIATION**

(a) In accordance with sections 502 and 503 of the Consolidated Appropriations Act, 2014 (Pub.L. 113-76), and similar prohibitions in subsequent appropriations acts, none of the funds made available by the Act may be used to enter into a contract with any corporation that—

(1) 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 the agency has considered suspension or debarment of the corporation, and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) 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 the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(b) The Offeror certifies that –

(1) It is ☐ is not ☒ a corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months;

(2) 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.

(End of Provision)

**77. 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)**

(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 proceedings 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 (FAPIS) 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 FAPIS 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)

#### **78. 52.225-2 BUY AMERICAN CERTIFICATE (FEB 2009)**

(a) The offeror certifies that each end product, except those listed in paragraph (b) 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 Act—Supplies.”

(b) Foreign End Products:

LINE ITEM No.	COUNTRY OF ORIGIN
0001	China

*[List as necessary]*

(c) The Government will evaluate offers in accordance with the policies and procedures of [Part 25](#) of the Federal Acquisition Regulation.

(End of Provision)

**79. 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)**

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Department of Energy Acquisition Regulation (48 CFR Chapter 9) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Provision)

## **Part 2      Technical Proposal**

Proposal per RFQ: DE-SOL-0011343



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# Attachment D

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Ault KU1A Transformer Data  
Sheet 600 MVA

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DE-SOL-0011343

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6 June 2017

**ATTACHMENT D, PART 4, TRANSFORMER DATA TO BE SUBMITTED WITH BID**

The following data shall be supplied as a required bid document.

For CLIN 0001:

A. Manufacturer	<u>Jiangsu Huapeng Tranformer Co., Ltd.</u>
B. Headquarters Location	<u>68# Kunlun Develop Zone Liyang City , Jiangsu Province, P.R. China</u>
C. Place of Manufacture	<u>China</u>

**Transformer Ratings:**

D. Voltage	Primary <u>345kV</u>	Secondary <u>230kV</u>	Tertiary <u>13.8kV</u>
E. kVA Rating Primary/Secondary	Base <u>360000kVA</u>	Middle <u>480000kVA</u>	Maximum <u>600000kVA</u>
F. kVA Rating Tertiary	Base <u>66600kVA</u>	Middle <u>100000kVA</u>	Maximum <u>133300kVA</u>
G. No Load Losses (kW)	90% Rated Voltage <u>95 kW</u>	100% Rated Voltage <u>105kW</u>	110% Rated Voltage <u>189 kW</u>
H. Load Losses (kW) at 85 degrees C	Base kVA <u>126kW</u>	Maximum kVA <u>350kW</u>	Full Loading Condition B <u>343kW</u>
I. Percent Impedance H-L at base kVA	<u>4.11%</u>		
J. Percent Impedance at base kVA	Max. Raise	DETC Tap Position Middle	Min. Lower
H-L	<u>5.33%</u>	<u>4.11%</u>	<u>3.3%</u>
H-T	<u>31.5%</u>	<u>30.09%</u>	<u>28.86%</u>
L-T	<u>N/A</u>	<u>22.71%</u>	<u>N/A</u>

**Transformer Design**

K. Type of Construction (i.e. Autotransformer, Shell form, Core form, etc.)	<u>Core form autotransformer</u>
L. Dimension and Weights	
1. Width overall	<u>472"</u>
2. Depth overall	<u>323"</u>
3. Height of top of tank	<u>157"</u>
4. Height over HV bushings	<u>378"</u>
5. Total estimated weight	<u>712800 lbs</u>
6. Total estimated gallons of insulating oil	<u>22295 gallons</u>
7. Proposed outline drawing	<u>Include with data sheet</u>
M. Equipment Locations (segment #)	
1. Tertiary Bushings	<u>Segment 4</u>
2. Control Cabinet	<u>Segment 2</u>

N. Bushings (Manufacturer and Rating)

1. High Voltage
2. Secondary Voltage
3. Tertiary Voltage

345Z2000AD/ABB

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230Z2000TA/ABB

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034V0750HR/ABB

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O. Surge Arresters (Manufacturer and Rating)

1. High Voltage
2. Secondary Voltage
3. Tertiary Voltage

MVN264GA212AA/OHIO BRASS

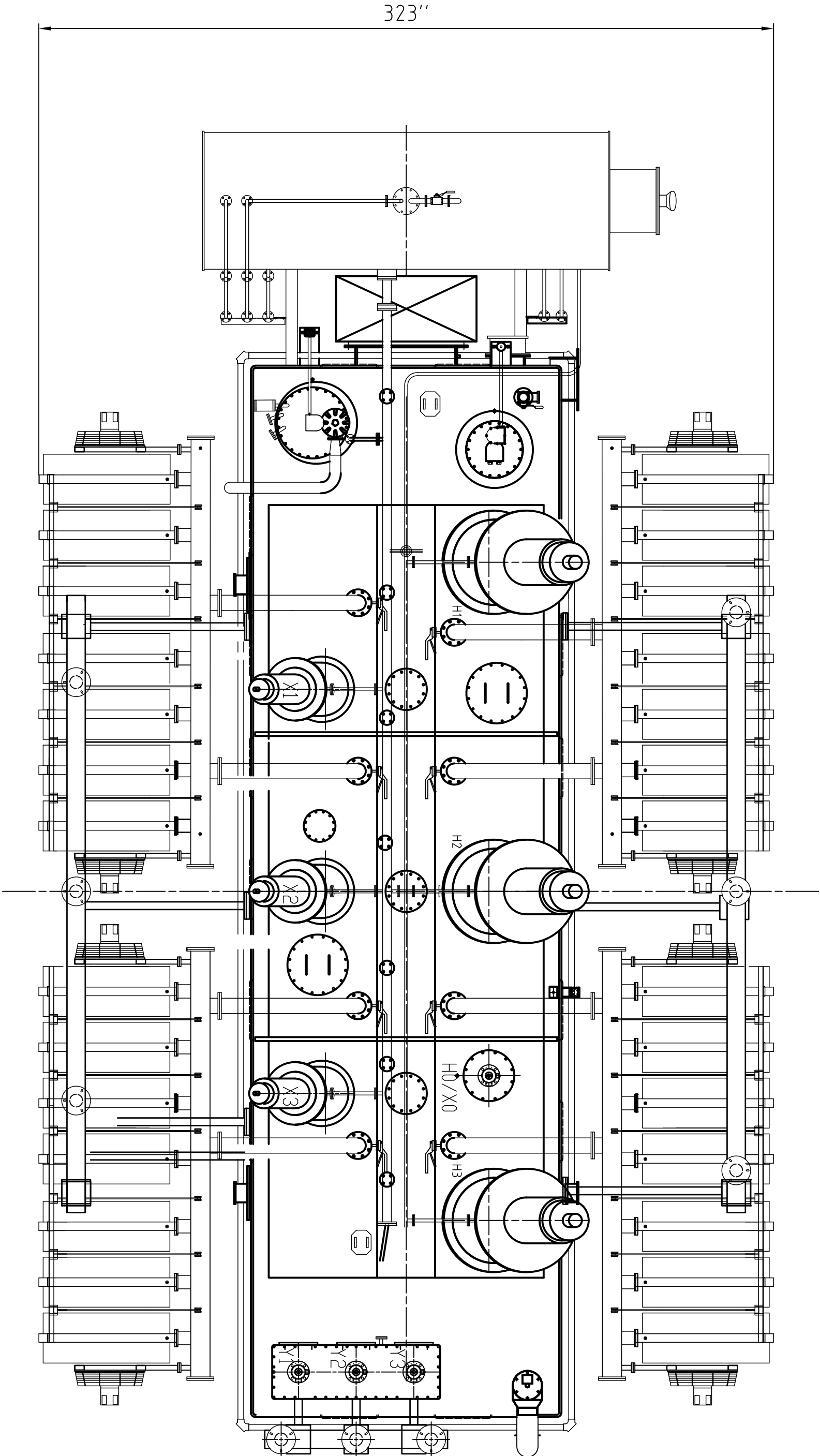
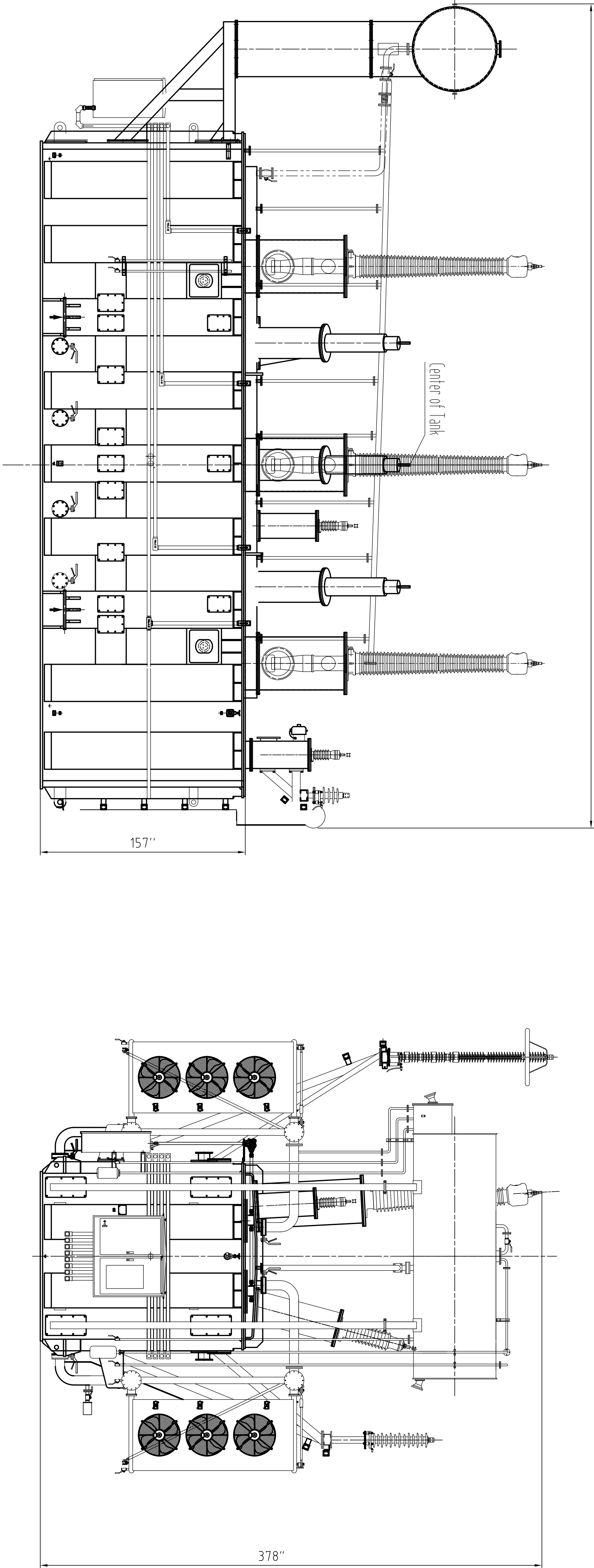
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MVN172GA140AA/OHIO BRASS

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EVP0015003001/OHIO BRASS

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Data Sheet of Weight

Item	Weight (lbs)
Core & Coil	3794.31
Tank, fittings	176367
Total Mass	772800
Transportation (Air filled)	512380
Oil (22295gallons)	165000

Ratings	
Phase	3
Frequency	60 Hz
Capacity/(5°C)	360/480/600 MVA
Rated Voltage	34.5/230/13.8 kV

Project name				Title				Designed		Revised		Approved		JIANG SU HUA PENG TRANSFORMER CO.,LTD.		
WAPA PROJECT				360/480/600MVA345-230-13.8KV				by						1LB.710.****.01		
Outline Dimension Drawing								Date						Sheet / of		
Rev	nd	Revision	Appd	Date	Der. from	Repla.	Format	AI	Language	En	Edition					
1																

## Recommended Spare Parts List

Recommended spare parts for start-up and 5 years operation are as follows:

IT	Catalog NO.	UNIT	QTY	Manufacturer	Retail cost
1	HV bushing	SET	1	ABB	\$ 25,000
2	LV bushing	SET	1	ABB	\$ 18,500
3	NHV bushing	SET	1	ABB	\$ 3,500
4	TV bushing	SET	1	ABB	\$ 16,000
5	HV Surge Arrester	SET	1	Ohio Brass	\$ 10,500
6	LV Surge Arrester	SET	1	Ohio Brass	\$ 5,500
7	TV Surge Arrester	SET	1	Ohio Brass	\$ 1,000
8	One complete set of gaskets	SET	1	/	\$ 5,000
9	Cooling fan and motor	SET	2	Krenz-Vent	\$ 2,700
10	Two complete extra relays and contactors of each type and size	SET	2		\$ 3,500
11	One quart (32 fluid ounces) of touch-up paint				Included
	<b>Total</b>				<b>\$ 91,200</b>

**Note: Price for spare parts is NOT included in the quotation price of transformer.**

## **Part 3      Preliminary Project Schedule**

Proposal per RFQ: DE-SOL-0011343

## Preliminary Project Schedule

1. Number of weeks to submit drawings/documents after receipt of order.

Approval Dwgs: 10 weeks

Final Prints Dwgs: 14 weeks

Instruction Manuals: 34 weeks

Certified Test Reports: 34 weeks

2. Number of weeks allocated for customer to review drawings:

2 weeks

3. Number of weeks to fabricate and ready for shipment after drawing comment or release to proceed.

19 weeks

4. Number of work days included in this event for shop testing:

7 days

5. Number of work days included for preparation for shipment:

14 days

6. Quoted shipping duration to Site from Point of Shipment:

10 weeks

**7. Total quoted delivery period (*after receipt of award*)**

**44 weeks**



**Part 4      5 Years Warranty**

Proposal per RFQ: DE-SOL-0011343



## **JSHP TRANSFORMER WARRANTY**

### **Five Year Limited with One Year In/Out**

JSHP Transformer Co., Ltd. warrants to the purchaser that the transformer, together with all parts and components in the original purchase, and according with customer's requirement, is free of defects in workmanship and materials.

This warranty extends to all parts manufactured by the seller, JSHP, for 66 months after delivery from the factory or 60 months from commissioning date, whichever period expires first. All other components parts are warranted for the same periods, or for the periods covered by the original equipment manufacturer's warranty, whichever is longer. This warranty covers any defects and malfunction of transformer except that which may happen because of vandalism, improper installation if not provided by JSHP, handling, operation, or for any cause other than defects in workmanship and materials. The method and extent of repairs to be made rests solely with JSHP.

During the first twelve (12) months following shipment, this warranty covers removal and re-installation charges for the transformer to a maximum amount of five percent (5%) of the transformer's price. Purchaser shall provide clear access to the transformer for truck and cranes, and costs resulting from the moving of structures or associated equipment and those in excess of five percent (5%) of the transformer's price, are the responsibility of the purchaser.

The seller, JSHP, shall not be liable for special, indirect, or consequential damages, and this warranty is in lieu of all warranties of merchantability, fitness for a particular purpose or other warranties expressed or implied, and the remedies of the customer herein provided fulfill all liabilities of JSHP, whether in warranty, negligence or otherwise.

Unless otherwise agreed, the transformer will be shipped Shanghai port in China. Shipments will be mutually agreed upon means (e.g. truck) to site specify by customer, provide no unusual circumstances unknown to JSHP (no roads, impassable conditions or extreme grades). Customer agrees to inspect transformer within 48 hours of arrival at destination and notify both JSHP and the carrier of any observable damage or irregularity. **NOTIFICATION SHALL BE ACCOMPLISHED BY COMPLETING AND RETURN JSHP TRANSFORMER CO., LTD. FORM INSPECTION RECEIPT SUMMARY.**

**THE SELLER SHALL IN NO EVENT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE SELLER MAKES NO WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY EITHER EXPRESSED OR IMPLIED, EXCEPT AS EXPRESSLY SET FOR THE HEREIN.**

Revised January, 2015

**Part 5 JSHP Service and References in North America**

Proposal per RFQ: DE-SOL-0011343

## Summary of JSHP Transformer Service in North America

August 18, 2007

JSHP Transformer Co., Ltd. has setup a marketing and support office under contract with Doubletree Systems in Oct., 2006 and the office is located in Sunnyvale, California.

JSHP has signed a strategic agreement with North American Substation Service ( NASS ) led by former Waukesha transformer service manager Mark Roberts to provide prompt transformer service for JSHP in US. NASS sent a couple of engineers to JSHP China to have training on JSHP transformers. NASS provides assembly, oil filling, testing, and warranty service on demand basis. And NASS also provides necessary insurance for the service.

NASS headquartered in Florida has about 50 field engineers around US to provide transformer services. NASS has two engineers to cover Virginia area.

At the same time, JSHP has its own people ready to go US anytime when necessary since they already have multiple entry visa to US.

One of JSHP team is Mr. Eric Yin, Manager of JSHP international sales since 2006. He has 10 years with JSHP, 4 years as director of design engineering before he was promoted to the manager of JSHP international sales. He speaks English and has multiple entry US visa. He will spend half of his time in US to support US office.

Jim Y Cai, manager of North America Marketing & Support of JSHP Transformer Co.,Ltd has 20 years in power systems control & protection, with 14 years in US. Jim Cai will run day-to-day operation of the office and coordinates between US and China and provides support to local sales representatives. Right now, JSHP has about 35 states covered by sales representatives.



JSHP set up US office

Early 2007, JSHP has received orders to provide one unit of 230KV/115KV/34.5KV 84/112/140 MVA and one unit of 115KV/34.5KV 75/100/125MVA to Cohocton, NY of UPC Wind and one unit of 115KV/22MVA to Stage Coach Substation owned by NY Oil & Gas. All the three units will be delivered on site by August, 2007.

So far, the production schedule is on time and JSHP will use the Sunnyvale office to handle the orders. Professional logistic company familiar with power transformers will be

used and NASS will have their engineers trained in JSHP and get ready for the commissioning.

JSHP's north America office will demonstrate its ability of providing necessary US marketing and service support for US customers through those new orders in US.

NASS Contact:

Pierre Feghali, P.E.  
Vice President of  
Business Development  
North American Substation Services, Inc  
Email:  
[pfeghali@northamericansubstationservices.com](mailto:pfeghali@northamericansubstationservices.com)  
Cell: 408-533-3327  
Office: 407-788-3717  
Efax: 408-490-2756



NASS staff finished their trainings in JSHP



**NORTH AMERICAN SUBSTATION SERVICES**  
**PO BOX 161626; ALTAMONTE SPRINGS, FL 32716**  
**PHONE: 1-877-NAS-8707 FAX: 407-778-3767**

January 31<sup>st</sup>, 2008

## **JSHP**

To Whom It May Concern:

NASS is a nationwide company with offices in New York, North Carolina, Florida, Arizona, Colorado, California and Oregon. According to JSHP & NASS strategic service agreement, NASS can respond to JSHP warranty call within 72 hours.

This letter guarantees that we will respond to a service call within 72 hours. The process will be as follows:

1. Answer the phone call.
2. We will attempt to solve the problem via phone.
3. Escalate to VP level within 4 hours
4. Dispatch crew to site.
5. Arrive onsite ready to work within 48-72 hours.

Operations managers:

Ken Harrison 919-398-0464  
Don McCarty 480-252-6341

VP of Business Development  
Pierre Feghali 408-533-3327

CEO  
Mark Roberts 407-718-9845

JSHP North America Support manager @ 408-850-1416

Sincerely,

A handwritten signature in blue ink, appearing to read 'Pierre Feghali', written over a light blue horizontal line.

Pierre Feghali, P.E.  
Vice President of Business Development  
North American Substation Services, Inc  
Email: [pfeghali@northamericantransformerservices.com](mailto:pfeghali@northamericantransformerservices.com)  
Cell: 408-533-3327  
Office: 407-788-3717  
Efax: 408-490-2756

## JSHP 345kV, 500KV ANSI/IEEE References

Feb., 2017

Period Performance	Transformer Ratings	The location	Contract Name	PO Number	Reference Contact
Feb. 2014 to Sept., 2015	4 units of 1Ø 525KV 216.7MVA	Snow Goose, Portland, OR	PacifiCorp	4500687662, etc	Brett Allsup 825 NE Multnomah Street, Portland, Oregon 97232 503.813.6971 (Office) Email: brett.allsup@pacificorp.com
(Ongoing) Dec., 2016 to Nov, 2017	One unit of 345KV-12.47Y KV 420/526/700MVA autotransformer	Oquirrh Substation, West Jordan, Utah	PacifiCorp	4300000018	Brett Allsup 825 NE Multnomah Street, Portland, Oregon 97232 503.813.6971 (Office) Email: brett.allsup@pacificorp.com
March, 2016 to Oct., 2016	Two units of 3Ø, 525GrY – 69GrdY – 24.9Delta kV, 100/133//149MVA, ONAN/ONAF	Laughlin Substation, Laughlin Nevada	NV Energy	0001035345	Mr. Ramon Llanas 6226 West Sahara Avenue Las Vegas, Nevada 89146 Tel: +1 (702) 402-2198 Email: rllanas@nvenergy.com
Dec., 2014 to Feb., 2016	4 units of 300/400/500MVA, 525GrdY/303.1- 230GrdY/132.8- 34.5 Delta kV, 1Ø	Henry Allen Substation, Las Vegas		0001032197	Mr. Ramon Llanas 6226 West Sahara Avenue Las Vegas, Nevada 89146 Tel: +1 (702) 402-2198 Email: rllanas@nvenergy.com



March, 2015 to now	5 units of 345KV - 34.5kV 108/144/180 MVA	Idaho	MidAmerican	870761, etc	Robert Poche' MidAmerican Energy 4299 NW Urbandale Dr Urbandale, IA 50322-7916 Desk: (515) 281-2353 RPoche@midamerican.com
March 2010- Feb. 2011	345kV/138kV SSU 610MVA	Bayonne Energy Center, LLC, New York, NY 10036	Bayonne Energy Center Project	BECP-1-DS- 025201-0001	Brian G. Martin Vice President, ArcLight Capital Services, LLC, 335 Peach Creek Rd, Rosanky, TX 78953 C 980.322.7961, Email:bmartin@arclightcapital.com
Oct. 2009- July. 2010	345kV, 280 MVA autotransformer	Grand River Dam Authority Pryor OK 74362	Tonnece Substation Transformer	15957	Edwin 'Bud' Averill, P.E. GRDA - Engineering & Transmission Headquarters 635 HWY 69A Pryor, Ok 74362-1128 918-824-7843 (O)
2011	345/132/13.2kV, 170MVA GSU	Termoandes Premises Salta, Argentina	AES TermoAndes in Argentina	AES Virgina	Vijai Singh Director, Global Strategic Sourcing AES Corp Arlington, VA 22039 Tel: 703 682 6475

**The following is a list of the JSHP Installations in USA & Canada**

**JSHP USER LISTING per ANSI/IEEE**

Year	Year In Service	Owner (Utility or Company)	Project Name	High Voltage kV	OLTC (Yes/No)	Top MVA Rating	Auto Transformer w/Tertiary (Yes/No)	Owner Contact Name	Owner Contact Phone No.	Qty	State
2009	6	Sacramento Municipal Utility District ( SMUD )		116	Yes	40	Yes	Jim Hayes	916-732-6450	1	California
2014	0	Sacramento Municipal Utility District ( SMUD )	Download	230	Yes	269	Yes	Jim Hayes	916-732-6450	1	California
2009	6	City of Iakeland	West Substation	230	Yes	150	Yes	Randy Dotson	863-698-0330	1	Florida
2008-2015	7	BC Hydro	Several substations	230	Yes	400	Yes	Bob Middleton	604-528-2198	14	BC, Canada
2009	6	Iberdrola Renewable	Dunning 115 50MVA	115	Yes	50	Yes	Osvaldo Vilanueva	503-479-6318	1	Oregon
2010	5	Iberdrola Renewable	Hadscribble	115	Yes	80	Yes	Osvaldo Vilanueva	503-479-6318	1	Oregon
2011	4	Iberdrola Renewable	manzana	220	Yes	150	Yes	Osvaldo Vilanueva	503-479-6318	2	Oregon
2012	3	Iberdrola Renewable	Groton	115	Yes	50	Yes	Osvaldo Vilanueva	503-479-6318	1	Oregon
2014	2	Iberdrola Renewable	Baffin	345	Yes	110	Yes	Andrew Milner	503-544-8162	2	Iowa
2015	1	IBERDROLA Energy Project	Salem Harbor Power Station	115	No	245	No	Rosa Burgos Bilbao	+34 946019291	2	Massachusetts
2015	1	IBERDROLA Energy Project	Salem Harbor Power Station	115	No	170	No	Rosa Burgos Bilbao	+34 946019291	2	Massachusetts
2015	1	IBERDROLA Energy Project	Salem Harbor Power Station	18	No	24	No	Rosa Burgos Bilbao	+34 946019291	2	Massachusetts
2011	4	Bayonne Energy Center	BECP	345	Yes	610	NO	Brian Martin	980-322-7961	1	New Jersey
2011	4	Bayonne Energy Center	BECP	138	YES	160	NO	Brian Martin	980-322-7961	4	New Jersey
2011	4	FortisBC	RGa	236	Yes	200	No	Paul Gheorghe	250-469-6057	1	BC, Canada
2011	4	FortisBC	Bentley	161	Yes	150	NO	Paul Gheorghe	250-469-6057	2	BC, Canada
2009	5	Paducah	Substation #1	161	YES	93.33	Yes	Randy Gilbert	270-575-4002	1	Kentucky
2009	5	PNMR	Texas New Mexico Wind	138	Yes	70	No	Bob perlichek	505-241-4807	1	New Mexico
2009	5	GRDA	TONNECE SUBSTATION	345	Yes	280	No	Jeff Tullis	918-824-7837	1	Oklahoma
2008	7	UPC Wind	Cohocton Wind Farm	220	No	140	No	Tim Ellison	518-452-7718	1	New York
2008	7	UPC Wind	Owego, Tioga T3	115	No	125	No	Tim Ellison	518-452-7718	1	New York
2010	5	NYPa	LGPG GSU	230	No	135	No	Reid Morris	914-390-8273	5	New York
2010	5	NYPa	Flynn	138	No	120	No	Reid Morris	914-390-8273	1	New York
2009	6	Invenergy	SHELDON WIND	230	Yes	133	Yes	Mike Bessell	312-506-1470	1	New York
2015	4	Pacificorp/MidAmerica	Klamathfalls	525KV	Yes	215	No	Brett Allsup	503-813-6971	4	Oregon
2011	4	Pacificorp/MidAmerica	medford	230	Yes	125	Yes	Les Rowell	503-813-6413	1	Oregon
2013	2	Pacificorp/MidAmerica	Tooele	230	Yes	112	Yes	Les Rowell	503-813-6413	2	Utah
2015	1	Pacificorp/MidAmerica	Weed	116	Yes	50	Yes	Brett Allsup	503-813-6971	1	California
2015	1	Pacificorp/MidAmerica	Casper	230	Yes	250	Yes	Brett Allsup	503-813-6971	1	Wyoming
2015	1	Pacificorp/MidAmerica	Salt Lake City	67	Yes	30	No	Brett Allsup	503-813-6971	1	Utah
2015	1	Pacificorp/MidAmerica	Grove Collector Substation	345	No	180	No	Mark Ziegler	563-333-8623	4	Iowa
2012	3	MidAmerican	Vienna Wind Farm	161	No	180	No	J Lewis	563-333-8927	1	Iowa
2009	5	Bechtel	Mining	46	No	24	No	Patrick Lemee	514-394-3878	2	Quebec, Canada
2009	5	Bechtel	Mining	69	Yes	40	No	Patrick Lemee	514-394-3878	8	Quebec, Canada
2012	3	Bechtel	OGP1	220	Yes	100	No	Patrick Lemee	514-394-3878	5	Chile
2012	3	Bechtel	OLAP	220	Yes	62	No	Patrick Lemee	514-394-3878	1	Chile
2012	3	Bechtel	OLAP	220	Yes	50	No	Patrick Lemee	514-394-3878	2	Chile
2014	2	City of Tallahassee	City of Tallahassee	230	Yes	269	Yes	Wesley Infinger	850-891-5104	1	Florida
2008	7	BELD	Thomas A Watson	115	No	70	No	Weijun Li	781-348-1076	2	Massachusetts
2010	3	BELD		115	Yes	50	Yes	Weijun Li	781-348-1076	1	Massachusetts
2013	2	NYSEG	Several substations	230	Yes	300	Yes	Leo J. Fisher	585-771-6033	9	New York
2011	4	AES	TermoAndes	345	No	170	No	Martin Genesio	54-11-4000-1330	1	Argetina
2013	3	AES-IPL	Eric Trommater	22	No	36	No	Eric Trommater	317-261-3667	1	Indiana
2013	3	AES-IPL	Eric Trommater	69	No	36	No	Eric Trommater	317-261-3667	1	Indiana
2011	4	GRDA	TONNECE SUBSTATION	345	Yes	280	Yes	Ada Beck	918-256-5545	1	Oklahoma
2008	7	MSE	Willis Substation	230	No	80	No	Michelle Osswald	518-452-771	1	New York
2009	6	FPL Energy	Spare	36.2	Yes	32	No	Joe Watson	561-691-2206	3	Maine
2009	6	Everpower Renewables	Krayn Wind	115	No	70	No			1	New York
2013	4	Ch2MHILL	West Deptford Energy Center	230	No	350	No	Danny Martin	720-412-1422	3	New Jersey
2013	4	Ch2MHILL	West Deptford Energy Center	15	No	21.7	No	Danny Martin	720-412-1422	2	New Jersey
2016	1	NV Engergy	Harry Allen Substation	525	Yes	500	Yes	David Allaway	702-402-6514	4	Nevada
2016	1	NV Engergy	Laughlin Substation	525	Yes	133	No	David Allaway	702-402-6514	2	Nevada
2016	1	Pacificorp/MidAmerica	Ida Grove & Obrien	345	Yes	180	No	Mark Ziegler	563-333-8623	4	Iowa
2014	2	City of Anaheim	Clair Substation	69	Yes	50	No	Shelley He	714-765-4624	1	California
2015	1	LADWP	Los Angeles	34.5	No	5	No	Peter Wei	213-367-1848	2	California
2017	0	MidAmerican	Beaver Creek wind Substation	345	No	180	No	William Schierbrock	563-333-8112	1	Iowa
2017	0	MidAmerican	Prairie substation	161	No	180	No	William Schierbrock	563-333-8112	1	Iowa
2017	0	Rocky Mountain Power	Purgatory flat Substation	138	Yes	150	Yes	Jennifer Frazer	503- 813-6716	2	Utah



# 2017 Major Equipment Supplier Review

**JSHP**

August 1, 2017

With permission to share

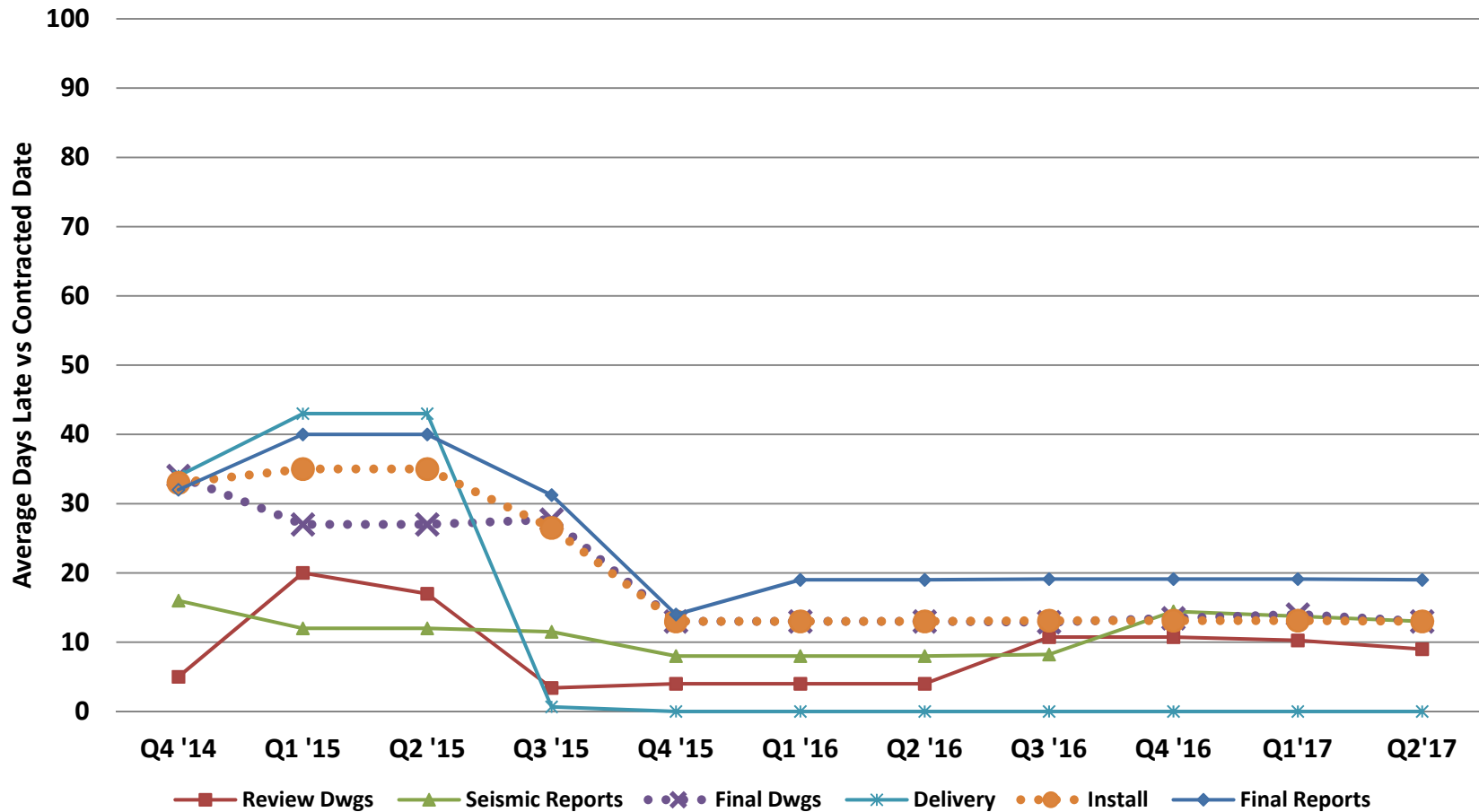


Pacific Power | Rocky Mountain Power

# JSHP Critical Milestone

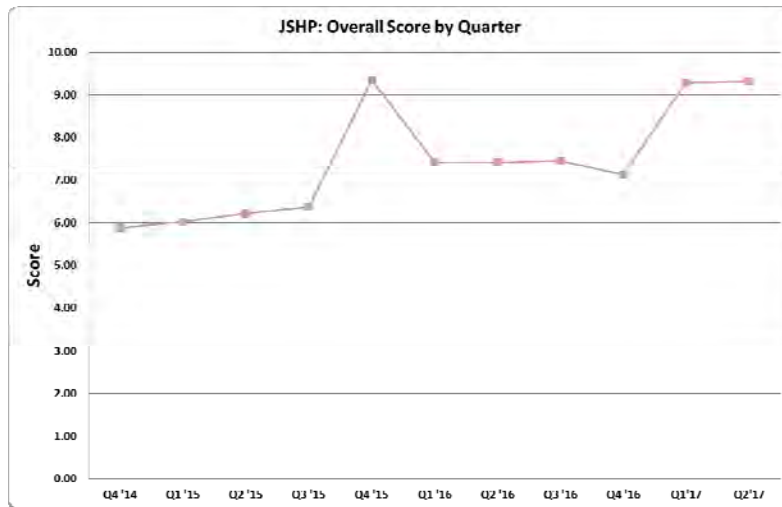
## JSHP: Milestone Rolling Average Days Late by Quarter

Rolling Three Year Averages



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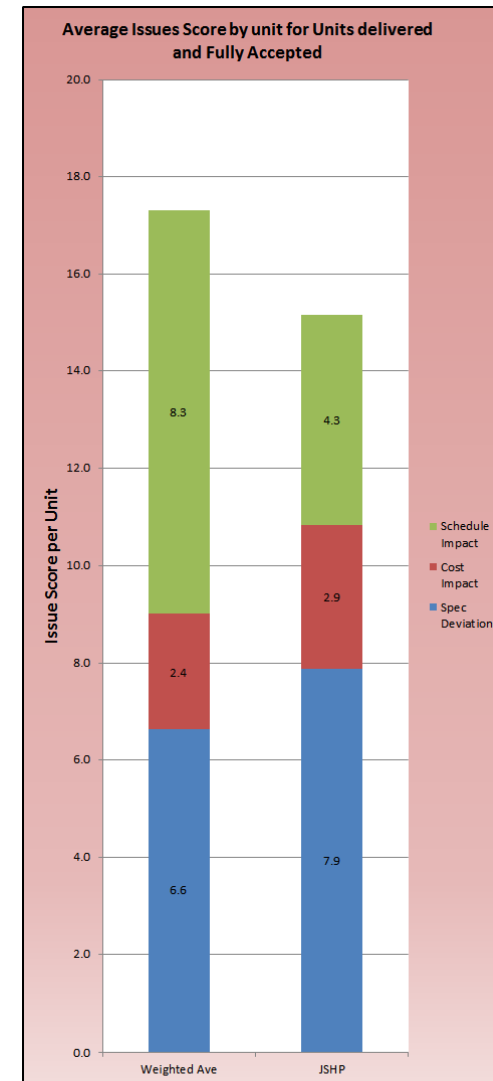
# JSHP : 2017 Wound Performance



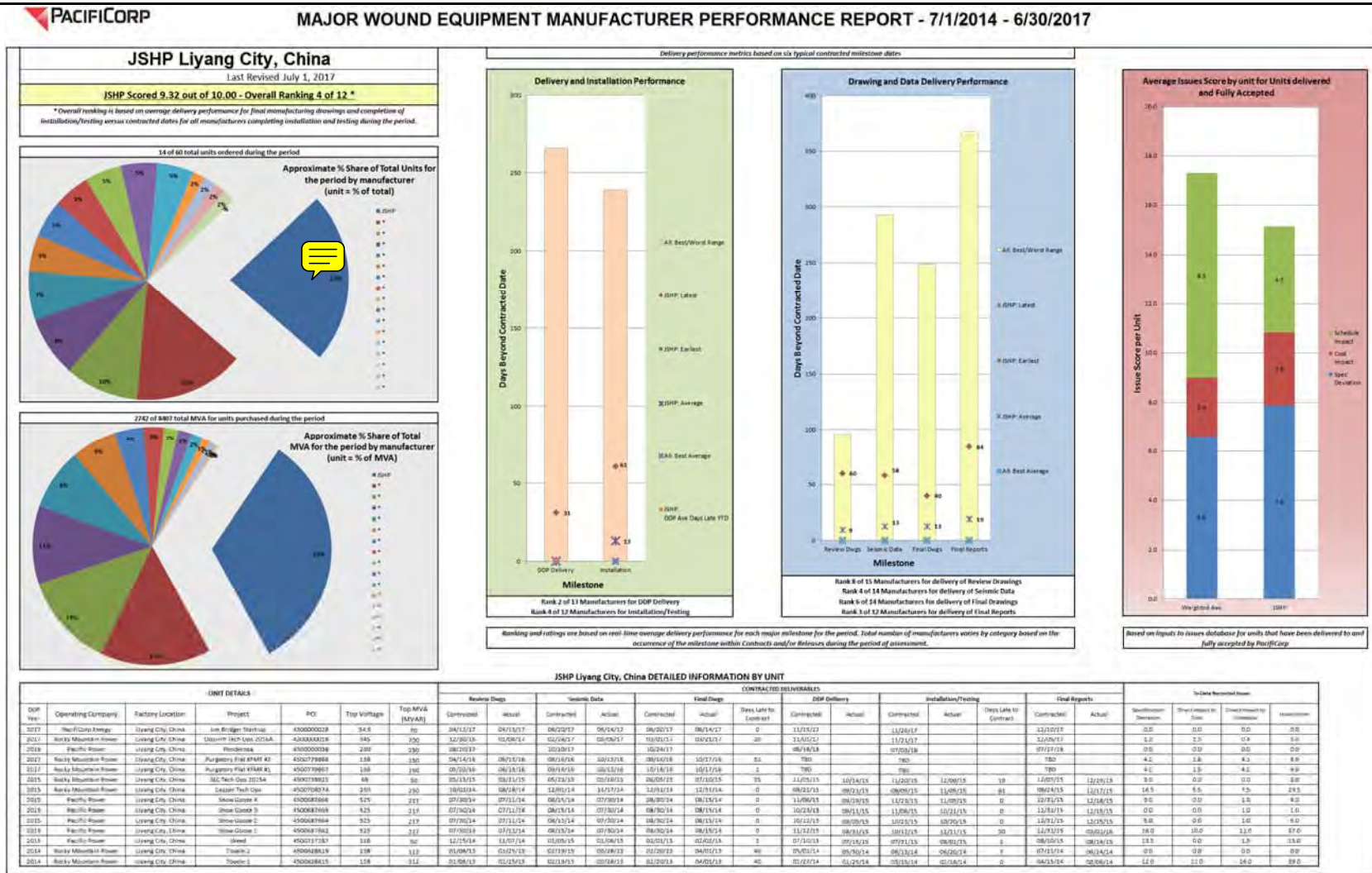
↑  
2016:  
Rank 5  
Score 7.41

MANUFACTURER	RANK	SCORE
	1	9.64
	2	9.41
	3	9.40
JSHP	4	9.32
	5	7.26
	6	6.62
	7	5.90
	8	4.79
	9	3.67
	10	3.56
	11	2.73
	12	0.00

10.00 is the best possible score.  
Scores only recorded for manufacturers that completed commissioning of a unit.



# JSHP Current Performance Report





## Featured Project References

### 1. One Set of 525kV **1500MVA** Auto-transformer Customer: NV Energy

- Auto-transformer Ratings

The set consists of 4 single phase units which is 300/400/500MVA, 525/230/34.5kV **with LTC**, 300/400/500MVA

- Project Timeline

On Dec. 12<sup>th</sup>, 2014, JSHP received the award.

On Feb. 20<sup>th</sup>, 2016, JSHP delivered the auto-transformers on pad at Las Vegas **on schedule**.

Factory Inspection:



In Service:





## 2. One 345kV **700MVA** Autotransformer Customer: PacifiCorp

- Auto-transformer Ratings

345GrdY/199.19-138GrdY/79.67-1247kV, 420/560/700MVA Autotransformer, de-energized tap changer located at high voltage side.

- Project Timeline

On Nov. 18<sup>th</sup>, 2016, JSHP received the award.

On Aug. 24<sup>th</sup>, 2017, JSHP shipped out the autotransformer **on schedule**. This is a huge size transformer, the shipping weight is 543,500lbs.

Factory Acceptance Test (FAT):



Ready for Shipping:



## **Part 6      ISO Certificates**

Proposal per RFQ: DE-SOL-0011343



华信技术检验有限公司

VOUCHING TECHNICAL INSPECTION LTD

质量管理体系认证证书

QMS CERTIFICATE OF REGISTRATION

我公司认定下列组织的质量管理体系

VTI Certifies herewith that

江苏华鹏变压器有限公司

Jiangsu Huapeng Transformer Co., Ltd.

组织机构代码 (13758898-4)

江苏省溧阳市昆仑开发区 68 号

No. 68 Kunlun Developed Zone, Liyang City, Jiangsu, P.R. China

邮政编码 (ZIP): 213300

符合以下标准的要求, 特发此证

demonstrated a Quality Management Systems

that complies with the requirements of

GB/T19001-2008 idt ISO9001:2008

管理体系认证范围 (详见证书附件):

Scope:

油浸式变压器、干式变压器、组合式变压器、预装式变电站、单相变压器以及各种特种变压器、散热器、电磁线、低压成套开关设备的设计、制造、销售和服务

Design, manufacture, sale and service of oil-immersed type transformer, dry-type transformer, pad-mounted transformer, prefabricated substation, single-phase transformer, all kinds of special transformer, radiator and wire, low-voltage switchgear assemblies

注册号:

0417Q10004R7M

颁发日期:

2017-01-04

有效终止日期:

2020-01-03

Registration No.

Issue Date

Expiration Date



总经理 President



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The certificate information can be inquired in the CNCA official website (www.cnca.gov.cn).

通讯地址: 北京市海淀区北三环西路48号2号楼2层2B  
2B, Building 2, Floor 2, No. 48 Beisanhuan Xilu, Haidian District, Beijing, China

邮编 (Zip Code): 100086  
www.vti-china.org

本证书有效性须由每年例行监督审核维持

The effectiveness of this certificate is maintained by annual regular surveillance audit.





华信技术检验有限公司

VOUCHING TECHNICAL INSPECTION LTD

## 环境管理体系认证证书

EMS CERTIFICATE OF REGISTRATION

我公司认定下列组织的环境管理体系

VTI Certifies herewith that

江苏华鹏变压器有限公司

**Jiangsu Huapeng Transformer Co., Ltd.**

组织机构代码 (13758898-4)

江苏省溧阳市昆仑开发区 68 号

No. 68 Kunlun Developed Zone, Liyang City, Jiangsu, P.R. China

邮政编码 (ZIP): 213300

符合以下标准的要求, 特发此证

has demonstrated an Environmental Management System  
that complies with the requirements of

**GB/T24001-2004 idt ISO14001:2004**

环境管理体系覆盖范围:

Scope:

油浸式变压器、干式变压器、组合式变压器、预装式变电站、单相变压器以及各种特种变压器、散热器、电磁线、低压成套开关设备的设计、制造、销售和服务

Design, manufacture, sale and service of oil-immersed type transformer, dry-type transformer, pad-mounted transformer, prefabricated substation, single-phase transformer, all kinds of special transformer, radiator and wire, low-voltage switchgear assemblies

注册号:	0417E10005R4M	颁发日期:	2017-01-04	有效终止日期:	2020-01-03
Registration No.		Issue Date		Expiration Date	



中国认可  
国际互认  
管理体系  
MANAGEMENT SYSTEM  
CNAS C004-M

总经理 President



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The certificate information can be inquired in the CNCA official website ([www.cnca.gov.cn](http://www.cnca.gov.cn)).

通讯地址: 北京市海淀区北三环西路48号2号楼2层2B  
2B, Building 2, Floor 2, No.48 Beisanhuan Xilu, Haidian District, Beijing, China

邮编 (Zip Code): 100086  
[www.vti-china.org](http://www.vti-china.org)

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华信技术检验有限公司

VOUCHING TECHNICAL INSPECTION LTD

# 职业健康安全管理体系认证证书

OHSMS CERTIFICATE OF REGISTRATION

我公司认定下列组织的职业健康安全管理体系

VTI Certifies herewith that

江苏华鹏变压器有限公司

Jiangsu Huapeng Transformer Co., Ltd.

组织机构代码 (13758898-4)

江苏省溧阳市昆仑开发区 68 号

No. 68 Kunlun Developed Zone, Liyang City, Jiangsu, P.R. China

邮政编码 (ZIP): 213300

符合以下标准的要求, 特发此证

has demonstrated an Occupational Health and Safety Management System  
that complies with the requirements of

**GB/T28001-2011 idt OHSAS 18001:2007**

职业健康安全管理体系覆盖范围:

Scope:

油浸式变压器、干式变压器、组合式变压器、预装式变电站、单相变压器以及  
各种特种变压器、散热器、电磁线、低压成套开关设备的设计、制造、销售和  
服务

Design, manufacture, sale and service of oil-immersed type transformer, dry-type  
transformer, pad-mounted transformer, prefabricated substation, single-phase transformer,  
all kinds of special transformer, radiator and wire, low-voltage switchgear assemblies

注册号:	0417S10006R4M	颁发日期:	2017-01-04	有效终止日期:	2020-01-03
Registration No.		Issue Date		Expiration Date	



中国认可  
管理体系  
MANAGEMENT SYSTEM  
CNAS C004-M

总经理 President



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