

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NO. TBD		PAGE 1 OF 93	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA250-15-R-0150	
6. SOLICITATION ISSUE DATE 08-06-2015		7. FOR SOLICITATION INFORMATION CALL: a. NAME ADAM WEBER		b. TELEPHONE NO. (No Collect Calls) 937 268-6511 ext 4542		8. OFFER DUE DATE/LOCAL TIME 09-04-2015 4 PM	
9. ISSUED BY  Department of Veterans Affairs Network Contracting Office (NCO 10) 3140 Governor's Place Blvd. Suite 210 Kettering OH 45409-1337				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 812331 SIZE STANDARD: \$32.5 Million			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP				15. DELIVER TO CODE 00250 Department of Veterans Affairs Dayton VA Medical Center Environmental Management Services Office 4100 West Third Street Dayton OH 45428-9000			
16. ADMINISTERED BY CODE 00250 Department of Veterans Affairs Network Contracting Office (NCO 10) 3140 Governor's Place Blvd. Suite 210 Kettering OH 45409-1337				17a. CONTRACTOR/OFFEROR CODE TBD			
18a. PAYMENT WILL BE MADE BY CODE Department of Veterans Affairs FMS-VA-2(101) Financial Services Center PO Box 149971 Austin TX 78714-9971				17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES See CONTINUATION Page		21. QUANTITY		22. UNIT	
				23. UNIT PRICE		24. AMOUNT	
		SEE SECTION B: Schedule and Performance Work Statement  Estimated Start Dates: BASE YEAR 1 Oct 2015 - 30 Sep 2016 1 <sup>st</sup> Option Year: 1 Oct 2016 - 30 Sep 2017 2 <sup>nd</sup> Option Year: 1 Oct 2017 - 30 Sep 2018 3 <sup>rd</sup> Option Year: 1 Oct 2018 - 30 Sep 2019  (Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>One 1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS: ALL ITEMS			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) DOUGLAS E. JAMES Contracting Officer		31c. DATE SIGNED	

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## SECTION B - CONTINUATION OF SF 1449 BLOCKS

### B.1 CONTRACT ADMINISTRATION DATA

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

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

- a. CONTRACTOR: **To Be Determined**
- b. GOVERNMENT: **Contracting Officer**

**Contracting Officer 00552**

**Department of Veterans Affairs**

**Network Contracting Office (NCO 10)**

**3140 Governor's Place Blvd. Suite 210**

**Kettering OH 45409-1337**

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

☒ 52.232-34, Payment by Electronic Funds Transfer—Other Than System For Award Management, or

☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

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

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

**Department of Veterans Affairs**

**FMS-VA-2(101)**

**Financial Services Center**

**PO Box 149971**

**Austin TX 78714-9971**

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

AMENDMENT NO	DATE

## B.2 Performance Work Statement (PWS)

**B.2.1.** The Government's Linen Supply Service requirements, technical provisions, and Quality Assurance are described by the Government's Performance Work Statement (PWS) and must be satisfied by the Contractor's submitted proposal with PWS or adhered to by the Government's provided Performance Work Statement (following contract award). All Linen Supply Services are to be provided to the Chillicothe VAMC (172373 State Route 104 Chillicothe, OH 45601) and Dayton VAMC (4100 W. 3rd Street Dayton, OH 45428) as well as the VA Ambulatory Care Center in Columbus (420 N. James Road Columbus, OH 43219).

**B.2.2.** The work required within this Government PWS and further detailed within the Contractor's proposed PWS consists (at a minimum) of the Contractor furnishing the physical Linen/Laundry plant (at an off-site location), all labor, equipment, supervision, management, management support, linen supplies, office supplies, ancillary equipment, exchange delivery carts, bulk linen carts, contractor owned and operated vehicles and materials necessary for accomplishment of contractor owned/contractor operated bulk Linen Supply Service (except as identified elsewhere in this solicitation).

**B.2.3.** All services are to be performed in accordance with standard industry practices and quality control measures. Services shall include pick-up and delivery of items by contractor personnel. These services are in support of patient care programs. Services are required Monday through Saturday at the Chillicothe and Dayton VAMCs and Monday through Friday at the Columbus Ambulatory Care Center. The Chillicothe and Dayton VA Medical Centers are required to provide 24-hour support operations essential to patient care. The contracted services shall be performed accordingly to support VAMC (s) operations. All services shall be provided FOB Destination at VAMC (s) location identified elsewhere in this contract.

Due to the essential nature of Linen Supply Services to patient care, the Government's Contracting Officer reserves the right to adjust Linen Supply quantities required and methods of delivery as well as time of day to deliver, with an agreed upon notice between the contractor and the Contracting Officer's Representative (COR) located at each VA Medical Center, Ambulatory Care Center and Community Based Outpatient Clinic.

**B.2.4.** All workmanship shall be in accordance with practices established by the National Association of Institutional Linen Management (NAILM), International Fabricare Institute (IFI), Textile Rental Services Association (TRSA) and accepted commercial industry standards. It is intended that services shall include all processes necessary for the laundering of the articles even though every step involved is not specifically mentioned. All work shall be performed under sanitary conditions as specified by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO). Contractor must certify, via a Business Associates' Agreement (BAA) with the VHA that their facility maintains physical separation, through the presence of a barrier wall and the use of pass-through equipment is required to maintain positive air pressure in the clean section relative to a negative air pressure in the soiled section. Contractor must also certify that all equipment used is disinfected with an EPA approved germicide. ***In no case shall clean and soiled linen share the same physical space (The Linen/Laundry Plant layout/design should incorporate a "design for asepsis" where by clean linen never comes into contact with soiled linens nor share the same physical space, thus avoiding cross-contamination or reintroduction of bacteria once processed).*** Contractor shall provide certification of current scale used to weigh linen. Plants in which the work is done shall be open to inspection of sanitary conditions by Government representatives at any time without notice. After processing, laundered articles shall be in serviceable and sanitary condition, meeting established quality and minimum performance requirement standards as shown later in this Government PWS.

**B.2.5.** Any change of function by the Government, which may affect this contract as contemplated by this paragraph, and which requires permanent adjustments in frequency or type of performance, will be

coordinated with the Contractor by the Contracting Officer (CO) and COR prior to initiation of such a change to assure adequate contractual coverage. Any modification to terms of this Single Award Indefinite Delivery-Indefinite Quantity (IDIQ) will require CO approval.

**B.2.6.** Notwithstanding the provisions of the contract covering inspection, acceptance, and deduction from payment, any items found to have been unsatisfactorily cleaned according to minimum quality and performance standards established in this Government PWS and agreed to within the contractor's final proposed PWS shall be re-cleaned at no additional cost to the Government. Such items shall be identified, for contractor recognition, by the COR when they are returned on the next scheduled pickup after an unsatisfactory condition is discovered. These items are to be kept separate from the normal laundry items for separate processing. Re-cleaned items will be identified separately and not charged to the Government.

**B.2.7.** Scheduled services are to be accomplished subject to emergency situations, which may require alteration of or addition to schedules. Emergency situations will be defined by the COR and will be approved by the Contracting Officer within three business days and documented. In the event of any Dayton, Chillicothe, or Columbus facility emergencies, disaster, or drills, the Contractor shall perform all Linen Supply Services required by the VA Medical Facilities.

**B.2.8.** This PWS is intended to produce a minimal acceptable level of performance. The Government will review the Contractor's proposed Performance Work Statement and will evaluate based on their proposed PWS. The Government does recognize the possibility of the Contractor achieving the same or improved results due to innovative approaches, advances in the state-of-the-art materials, equipment and supplies. Accordingly, provisions are hereby made for alterations when a Contractor demonstrates the ability to maintain the standards established herein through use of improved techniques, materials, scheduling, etc. Therefore, the Contracting Officer will have to approve any changes to the approved PWS or processes within said PWS that would change the requirements or minimum level of acceptable performance of the IDIQ contract. All changes recommended by the Contractor are contingent upon the approvals of the Lead COR and Contracting Officer.

### **Contractor Experience**

**B.2.9.** The Contractor shall have experience in providing Medical Center Linen Supply Services. The firm must have gained this experience as a result of being primarily engaged in the business of providing Linen Supply Services in a large Commercial Hospital or similar VA Medical Center environments (e.g. inpatient and outpatient medical treatment facilities) for a minimum of three consecutive years prior to submitting proposal.

### **Supervision by Contractor**

**B.2.10.** The Contractor shall assign an on-site manager at their Linen/Laundry processing plant who shall be physically present during prescribed work hours. These work hours are Monday through Friday from 8:00 am - 4:30 pm. The on-site manager is solely responsible to supervise the provision of the Linen Supply Service to the Chillicothe, Dayton Medical Centers and Columbus Ambulatory Care Center. The on-site manager also serves as the primary point of contact with the Government. The Contractor shall designate a qualified alternate to substitute for the on-site manager in his/her absence or during periods of work performed after normal work hours. The Contractor's Plant Manager (CPM) must meet the following requirements:

**B.2.11.** The CPM shall have at least three years of specialized experience in this capacity or substituted certification to meet the requirements of the position as the Contractor's Plant Manager. The CO, Lead COR, and Facility COR must be provided with the name, address and telephone number where the CPM is to be reached during normal business hours and off duty hours within 15 days after award. The same information will be provided for a qualified alternate when the CPM is not available. The CPM or alternate shall respond in person, or by telephone, within 1 hour of notification by the Facility COR. The CPM and any designated alternate shall have full authority to contractually commit the Contractor for prompt action on matters pertaining to the contract.

**Personnel Qualifications and Requirements for Contract Service:**

**B.2.12.** The Contractor shall provide sufficient and adequately trained personnel, who are paid at the prevailing rate, as necessary to perform the services required by this contract and shall meet all variations, shift schedules, and changes as may be required to assure prompt response to the requirements of contract. The CPM and qualified alternate must be able to read, write, speak and understand the English language

**B.2.13.** No contractor personnel may be assigned to work under the contract until initial orientation and training, as specified in the Contractor's procedures manual is completed. Documentation verifying the content of the training and a list of the personnel who attended shall be maintained by the Contractor. When the Government exercises one or more of the option years to the contract, the Contractor shall provide, to the COR, documentation that personnel have had refresher training.

**B.2.14.** Initial intensive training covering the topics below shall be completed prior to initial start-up for all personnel. Initial training plan, including topics, with a brief statement of content and method of training shall be available for review. Initial training will include but not limited to the following topics:

**B.2.14.1.** A general orientation of basic bacteriological concepts, including the basics of how disease is caused and transmitted.

**B.2.14.2.** Infection control orientation, relating duty functions to how infections can be prevented, reduced, or contained through proper environmental sanitation methods and to the technical provisions of this specification.

**B.2.14.3.** Proper use and handling of supplies and equipment.

**B.2.14.4.** Care and maintenance of Contractor and Government-furnished property.

**B.2.14.5.** Familiarization with local fire prevention and safety procedures.

**B.2.14.6.** Familiarization with equipment operational manuals.

**B.2.14.7.** Individual duties and responsibilities.

**B.2.14.8.** Procedures for replenishing supplies and obtaining equipment repair.

**B.2.14.9.** Role of Contractor personnel and their impact on patient care.

**B.2.14.10.** Techniques or methods for measuring the quality of work performance.

**B.2.14.11.** A general orientation of Linen Supply and Laundry operating procedures and policies.

**B.2.14.12.** Hazard communication, including location and access to the Material Safety Data Sheets (MSDS).

**B.2.14.13.** Compliance with Occupational Safety and Health Administration (OSHA)'s Blood borne Pathogen Standard 29 CFR 1910.1030, which covers Universal precautions and use of Personal Protective Equipment (PPE). The link is <https://www.osha.gov/>

**B.2.14.14.** Hepatitis B Virus (HBV) requirement.

**B.2.15.** Safety or protective clothing PPE or equipment shall be provided and maintained by the contractor at the Contractor's own expense.

**B.2.16.** Sharps training to include the finding, handling, storage and documentation of sharps materials.

**B.2.17.** Contractor personnel shall be dressed professional and be neat in appearance.

**B.2.18.** Exposure to Hazardous Working Conditions: Contractor personnel are required to perform work under potentially hazardous conditions. Contractor personnel shall be informed of potentially hazardous situations by Contractor, trained by Contractor in techniques required to recognize and deal with potentially hazardous situations in a manner which will minimize personal risk, and required to adhere to standard techniques for personal who may become injured or ill on the job at no cost to the Government.

#### **Physical Examinations:**

**B.2.19.** The contractor will be responsible for any physical examinations and emergency medical care of personnel.

**B.2.20.** Contractor's personnel who acquire a communicable illness must not perform service under the contract and must be free of illness before returning to work. Contractor will immediately notify the Lead COR of any positive instances and provide an annual report of occurrences.

#### **Miscellaneous:**

**B.2.21.** The Contractor is responsible for compliance with all appropriate Joint Commission, FDA, VA, and other regulatory agencies record keeping requirements.

#### **Quality Control and Quality Assurance for Contract Service:**

**B.2.22.** The Contractor shall have a Quality Control Program to assure that the requirements of the contract are provided as specified. One copy of the Contractor's basic Quality Control Program shall be available for review by the COR. Subsequent changes to the approved Quality Control Program must also be reviewed by the COR and approved by the Contracting Officer. The program shall include, but not be limited to the following:

**B.2.23.** An inspection system covering the performance indicators given in B.2.82 Performance Requirements Summary, of the Quality Assurance summary.

**B.2.24.** A method for identifying deficiencies in the quality of services performed before the level of performance becomes unacceptable. For example: Quarterly Customer Surveys.

**B.2.25.** A file of all quality control inspections, inspection results, and any corrective action required shall be maintained by the Contractor throughout the duration of this contract. This file shall be the property of



the Government and shall be available to the COR during normal working hours. The file shall be turned over to the Government within 14 days of completion or termination of the contract.

**B.2.26. Quality Assurance:** The Government will monitor the Contractor's performance under this contract using the Quality Assurance Procedures outlined in B.2.82 Performance Requirements Summary. Assessments may be made monthly by the Government in accordance with stated limits on discrepancies.

**B.2.27. Pre-Award Survey:** Contractor(s) within the competitive range should have management officials, of an appropriate level, represent the firm. The selected Contractor(s) shall also be prepared to present a briefing regarding the manner in which these contractual obligations are to be accomplished. As a minimum, the Contractor(s) within the competitive range shall address the following items of information in the presentation:

**B.2.27.1.** Start-up and phase-in schedule.

**B.2.27.2.** Procedures to secure Government property while under Contractor's jurisdiction.

**B.2.27.3.** Availability of labor force (manning chart), plan for recruiting, type and extent of training.

**B.2.27.4.** The role of the CPM and extent of authority.

**B.2.27.5.** A copy of the Contractor's Policy and Procedure Manual.

**B.2.27.6.** Plans and management procedures for logistical administrative support of all functions; that is receipt, processing, packaging and delivery of clean linens.

**B.2.27.7.** Procedures to be used to ensure contract requirements are met (Quality Control Program).

**B.2.27.8.** Certification that Contractor's scales used for weighing soiled and clean linens have been calibrated on a regular basis (i.e. quarterly).

**B.2.27.9.** The following information may also be provided during the Pre-Award Survey as noted in the Technical Factors of FAR Clause 52.212-2. In addition to the other evaluation factors noted in FAR 52.212-2, Items a.-e. below will be evaluated as part of the Government's contractor selection criteria. The contractor may provide the following information within their Pre-Award Survey briefing required under Technical Approach (a-e);

**a.** Start-up and phase-in schedule.

**b.** Availability of labor force (manning chart), plan for recruiting, type and extent of training. Organization of the textile care facility and its relationship to its workloads, including that of other Government facilities.

**c.** Plans and management procedures for logistical administrative support of all functions; that is receipt, processing, packaging and delivery of clean linens.

**d.** Provide detailed procedures to be used to ensure contract requirements are met including Quality Control Program, processing, and packing requirements as stated in the Performance Work Statement. Contractor must certify that their facility maintains a physical separation, through the presence of a barrier wall and the use of pass-through equipment of soiled and clean linen. Contractor must also certify that all equipment used is disinfected with an EPA approved germicide.

e. Provide detailed contingency plan in the event of equipment failure or transportation problems, which will be utilized to assure contractor compliance with delivery schedules stated in the Performance of Work Statement. Contractors Contingency Plan to include backup production facilities and/or plans for use in the event of failure of contractor's equipment and/or main production facility. This Contingency Plan must also include transportation vehicle failure.

**B.2.28. Government Representative:** The COR is responsible for providing technical assistance to the CO in administration of the contract. This responsibility involves quality assurance inspection, surveillance reporting and monthly certification of the Contractor's performance by the COR. The CO will furnish the name of the COR prior to the start date of the contract. The Contractor shall be advised of the extent of the authority of the COR. The COR shall have access to plant facilities, without necessity of prior notification to Contractor. Each phase of the services rendered under this contract is subject to Government inspection during both the Contractor's operation and after completion of tasks. The Government's program is not a substitute for quality control by the Contractor.

**Performance Evaluation Meetings:**

**B.2.29.** The CPM shall meet with the COR on a minimum frequency of once each month according to schedule established by the COR.

**B.2.30.** The issuance of a Contract Discrepancy Report (CDR) may be cause for the scheduling of additional meeting(s) between the CPM and COR. A mutual effort will be made to resolve all problems identified. The COR will prepare written minutes of these meetings. Should the CPM not concur with the minutes, a written statement will be presented to the CO, and the CPM will be notified of the decision in writing by the CO.

**Correspondence:**

**B.2.31.** All correspondence relative to this contract shall bear the VA Medical Center contract number, title, and name of the VA Medical Center, and shall be addressed to the COR with a copy to the CO.

**Security:**

**B.2.32.** It is the responsibility of the Contractor to ensure that all extraneous articles, except trash, found in linens or in areas under the jurisdiction of the Contractor (i.e., medical instruments and personal items) are turned in to the COR daily (Monday through Friday). A note will accompany the articles returned identifying the area or origination, and the type of linen or item it was found on (ex: general OR, special).

**Safety and Fire Prevention:**

**B.2.33.** In the performance of this contract, the Contractor must take such safety precautions as necessary to protect the lives and health of individuals within the Linen Supply and Laundry plant facilities and all transportation vehicles.

**B.2.34.** Fire and safety deficiencies, which exist and are part of the responsibility of the Contractor, must be corrected immediately. If the Contractor fails or refuses to correct deficiencies promptly, the CO may issue an order stopping all or any part of the work, and hold the Contractor in default of the contract.

**B.2.35.** The Contractor will comply with Federal, State, and local safety and fire regulations and codes. The Contractor shall keep abreast of and comply with changes in these regulations and codes.

**B.2.36.** Contractor's personnel shall follow policies concerning fire/disaster programs.

**B.2.37.** The Contractor shall display approved warning devices in all areas where operations may cause traffic obstruction or personnel hazard.

**Linen Control:**

**B.2.38.** Contractor shall comply with all Government request and policies relative to linen control.

**B.2.39.** Contractor shall participate, as required by VA policy, in inventories of Government-provided specialty linen.

**B.2.40.** Any articles billed for, but missing, shall be supplied by the Contractor in the next regularly scheduled delivery at no additional cost to the Government.

**Delivery Requirements:**

**B.2.41.** The Contractor shall provide the COR with a written report of all soiled linen processed and all clean linen delivered, showing cart number and weight. The information must be recorded on a daily basis and delivered to the COR at the end of the current week. The reports of soiled linen received and clean linen delivered must show date, the name of the item, number of pieces received and delivered per schedule line item number, pounds received and delivered per schedule line item number, cart number/weight and where they were delivered. The soil to clean variance should not be more than 8% – 12% in alignment with national standards. See link;

[http://c.ymcdn.com/sites/www.almnet.org/resource/resmgr/Articles\\_with\\_contact\\_hours/ALM%20Journal%20Online%20Article%2081.pdf](http://c.ymcdn.com/sites/www.almnet.org/resource/resmgr/Articles_with_contact_hours/ALM%20Journal%20Online%20Article%2081.pdf)

**B.2.42.** The Lead COR will verify the deliveries daily and discuss any discrepancies with the CPM, Contracting Officer and other assistant CORs.

**B.2.43.** The Contractor shall disinfect carts after removing soiled linen from them and before placing clean linen in them, with a Tuberculocidal Germicide, which has been approved by the COR. Carts containing clean linen being returned shall be covered with clean covers to protect them against contamination while in transit between the Linen Supply and Laundry plant and the Medical Center. Laundry bags or liners, used to transport soiled laundry, must be laundered after use.

**B.2.44.** Specialty items like medical uniforms and cleaning equipment (TBD provided by the Government for Laundry service) shall be delivered Monday through Saturday to the Dayton and Chillicothe VA Medical Centers. Columbus Ambulatory Care Center will accept deliveries Monday through Friday, unless modified by the Columbus COR and Government Contracting Officer, as set by this IDIQ contract.

**B.2.45.** Contractor's personnel shall clean the linen transport vehicle, before clean linen is loaded for transport with a tuberculocidal germicide/disinfectant (which will be approved by the COR). Under no circumstance may clean and soiled linen be transported in the same vehicle at the same time.

**B.2.46.** Clean linen delivery and soiled linen pickup windows shall be determined by the COR following award. The Ordering Officer(s) (CORs) will be identified after award during the post-award conference and ordering instructions will be provided following award for each separate VA location.

**Circumstances to be reported:**

**B.2.47.** The Contractor shall report any circumstances, which may affect the performance of the work and unhealthy or hazardous conditions or any delays or interference with work. Such reports shall be made immediately upon discovery by the Contractor to the COR by phone and email. The COR will notify the Contracting Officer within 48 business hours of the Contractor's report.

**B.2.48.** Provide detailed contingency plan in the event of equipment failure or transportation problems, which will be utilized to assure contractor compliance with delivery schedules stated in the Performance of Work Statement. Contingency Plan is to include backup production facilities and/or plans for use in the event of failure of contractor's equipment, and/or main production facility. This Contingency Plan must also include transportation vehicle failure.

**B.2.49.** Provide a detailed contingency plan for possible bed bug infestations.

**B.2.50.** Phase-out Plan. The Contractor shall have a phase out plan. This plan shall describe the Contractor's methods and procedures to ensure smooth and uninterrupted service at contract Expiration date for a period not to exceed 90 days. The Contractor shall fully cooperate with the successor Contractor and the Government so as not to interfere with their work or duties.

**B.2.51.** Initial Contract Phase-In Material and Supplies. The following documentation must be provided within the Contractor's proposal.

**B.2.51.1.** Procedures to secure Government property while under Contractor's jurisdiction.

**B.2.51.2.** The role of the CPM and extent of authority.

**B.2.51.3.** A copy of the Contractor's Policy and Procedure Manual.

**B.2.51.4.** Certification that Contractor's scales used for weighing soiled and clean linens have been calibrated on a regular basis and provide a copy of the certification to COR (i.e. quarterly).

**B.2.51.5.** The following information must also be provided as noted in the Technical Approach Factors of FAR Clause 52.212-2. In addition to the other evaluation factors noted in FAR 52.212-2, Items 1-5 below will be evaluated as part of the Governments contractor selection criteria.

**B.2.51.a.** Start-up and phase-in schedule.

**B.2.51.b.** Availability of labor force (manning chart), plan for recruiting, type and extent of training. Organization of the textile care facility and its relationship to its workloads, including that of other Government facilities.

**B.2.51.c.** Plans and management procedures for logistical administrative support of all functions, i.e., receipt, processing, packaging and delivery of clean linens.

**B.2.51.d.** Provide detailed procedures to be used to ensure contract requirements are met including Quality Control Program, processing, and packing requirements as stated in the Performance Work Statement. Contractor must certify that their facility maintains a physical separation, through the presence of a barrier wall and the use of pass-through equipment of soiled

and clean linen. Contractor must also certify that all equipment used is disinfected with an EPA approved germicide.

**B.2.51.e.** Provide detailed contingency plan in the event of equipment failure or transportation problems, which will be utilized to assure contractor compliance with delivery schedules stated in the Performance of Work Statement. Contractors Contingency Plan to include backup production facilities and/or plans for use in the event of failure of contractor's equipment and/or main production facility. This Contingency Plan must also include transportation vehicle failure.

**Contingency Plan:**

**B.2.52.** The contractor shall furnish in their Phase-In Material a complete written Contingency Plan indicating that services can be and how they will be continued in the event of Contractor's equipment and /or production facility failure. This Contingency Plan must also include transportation vehicle failure. Contractor must provide an Emergency Plan in case of weather, terrorists, etc. Contractor must provide a contingency plan in event of any interruption of linen service and the contingency plan must be approved by the Lead COR and Contracting Officer.

**B.2.53. Commonly used Acronyms**

<b>AQL</b>	<b>Acceptable Quality Level</b>
<b>CDR</b>	<b>Contracting Discrepancy Report</b>
<b>CO</b>	<b>Contracting Officer</b>
<b>COR</b>	<b>Contracting Officer's Representative</b>
<b>CPM</b>	<b>Contractor's Plant Manager</b>
<b>FW&amp;T</b>	<b>Fair Wear and Tear</b>
<b>IAW</b>	<b>In Accordance With</b>
<b>IFI</b>	<b>International Fabricare Institute</b>
<b>IG</b>	<b>Inspector General</b>
<b>JCAHO</b>	<b>Joint Commission on Accreditation of Healthcare Organizations</b>
<b>MCD</b>	<b>Medical Center Director</b>
<b>MIL-STD-105D/E</b>	<b>Commercially acceptable Specification for sampling procedures and tables for inspections by attributes.</b>
<b>N/A</b>	<b>Not Allowable</b>
<b>NAILM</b>	<b>National Association of Institutional linen management</b>
<b>PWS</b>	<b>Performance Work Statement</b>
<b>M - F</b>	<b>Monday thru Friday</b>
<b>QAE</b>	<b>Quality Assurance Evaluator</b>
<b>QC</b>	<b>Quality Control</b>
<b>RS</b>	<b>Random Sampling</b>
<b>TRSA</b>	<b>Textile Rental Services Association</b>
<b>VA</b>	<b>Department of Veterans Affairs</b>

Definitions used throughout this Statement of Objectives/Performance Work Statement shall have the following meanings as set forth below:

**Ancillary Equipment.** Equipment required for Contractor's operations but not directly related to laundry production, e.g., cleaning equipment.

**AQL (Acceptable Quality Level).** The maximum percent of defective work or number of defects that will be allowed before work is considered unsatisfactory. An AQL does not imply that the Contractor has knowingly performed in an unsatisfactory way. It implies that the Government recognizes that unsatisfactory performance sometimes happens unintentionally. As long as unsatisfactory performance does not exceed the AQL, the service will not be subject to payment reduction by the Government. The Contractor, however, must correct all unsatisfactory work unless excused by the COR.

**CDC – Center for Disease Control.** The Centers for Disease Control and Prevention (CDC) is recognized as the lead federal agency for protecting the health and safety of people - at home and abroad, providing credible information to enhance health decisions, and promoting health through strong partnerships. CDC serves as the national focus for developing and applying disease prevention and control, environmental health, and health promotion and education activities designed to improve the health of the people of the United States.

**CDR (Contract Discrepancy Report).** Government formal documentation of Contractor's failure to provide services as required under the terms of the contract. The CDR requires the Contractor to explain in writing why performance was unsatisfactory, how performance will be returned to satisfactory levels, and how recurrence of the problem will be prevented in the future.

**Clean.** Laundered articles are dry and free of visible soil, lint and objectionable odor. Spots and stains are removed where practical without fabric damage. No residual harmful chemicals are present.

**Consumable Supplies.** Those supplies used in the day-to-day operation of the laundry, e.g., detergent, bleach, and alkali.

**Contractor.** An individual, partnership, or organization having a contractual relationship with the Government for provision of service.

**CO (Contracting Officer).** The person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.

**COR (Contracting Officer's Representative).** Any person or persons authorized to act for the Contracting Officer within authority limits. The COR will be appointed by ACO and provided to the contractor after award of the contract.

**CPM (Contractor's Plant Manager).** Contractor's representative having supervisory responsibility and authority for total performance of work under the contract.

**Cure Notice.** A formal notification to Contractor to correct a deficient situation or risk termination of contract.

**Defect.** Each instance of noncompliance with a contract requirement. A defect may be caused by either nonperformance or poor performance. Each defect is subject to deductions, as set forth in the Performance Standards table (see B.2.81.1).

**Delivery Point.** Point which soiled linen is picked up for processing by the Contractor and clean linen delivered to the VA Healthcare System of Ohio.

**Department of Veterans Affairs.** Government agency requiring services under the terms of the contract.

**Emergency.** An unforeseen combination of circumstances, or the resulting state, which requires immediate action. An emergency situation shall be declared by the Facility COR and/or the Lead COR and information sent immediately to the Contractor and Contracting Officer for documentation.

**Fair Wear and Tear Condition.** That which is worn out by normal usage with no negligent misuse involved and cannot be used for its intended purpose.

**Federal Holidays.** The date of observance by the Federal Government of the following holidays: New Year's Day (1 January), Martin Luther King's Birthday (3<sup>rd</sup> Monday in January), Washington's Birthday (3<sup>rd</sup> Monday in February), Memorial Day (Last Monday in May), Independence Day (4<sup>th</sup> of July), Labor Day (1<sup>st</sup> Monday in September), Columbus Day (2<sup>nd</sup> Monday in October), Veteran's Day (11 November), Thanksgiving Day (4<sup>th</sup> Thursday in November), and Christmas Day (25 December). When such holiday falls on first non-workday, the preceding workday will be considered a holiday. When such holiday falls on the second non-workday, the next workday will be considered a holiday.

**Finished.** Processed through a steam tunnel

**General Linens.** Linens such as, sheets, towels, blankets, bedspreads, pillowcases, washcloths, bath blankets, pajamas, bathrobes, mattress pads, bed pads, fitted sheets, surgical linen and other items also referred to as Bulk laundry.

**Government.** The United States Government, Headquarters, VA, VISN 10, VAMC, and the term used to refer to the officials designated to administer the contract or their designated representatives.

**Infection Control Committee.** The group designated for implementation and monitoring of the infection control program for the Medical Center as prescribed by JCAHO and the VA.

**JCAHO (Joint Commission on Accreditation of Health Care Organizations).** A national organization dedicated to improving the care, safety, and treatment of patients in health care facilities.

**Launder.** To clean by chemical and mechanical action materials composed of natural or synthetic fibers. For the purposes of the contract the terms include tumble-drying, ironing, folding, and all other industry standard processes, which textile products undergo while in the laundry.

**Linen.** Reusable textile items composed, in whole or in part, of natural, synthetic or blended fibers.

**Linen Inventory.** An itemized listing of quantities and values for accounting purposes of linen items in circulation at the Medical Center(s).

**Manning Chart.** A survey chart or inventory for scheduling manpower requirements in an industrial plant showing each operation with number of workers.

**Medical Center Director.** The person with final responsibility for the mission of the Medical Center.

**Must.** This word is used in connection with the Contractor and specifies that the provision is binding.

**Packaging.** Packaging is the process by which cleaned garments and linen are returned to the Medical Center. Linen is delivered in linen carts by quotas according to established arrangement agreed upon by the Facility COR and CPM. All linen is packaged securely to prevent possible contamination.

**Patient Clothing.** Personal property of patients, e.g., pants, shirts, underwear.

**Personal Property.** All Government property, except real property and expendable property.

**Procedures Manual.** A Contractor's written document describing in detail the methods normally used to accomplish tasks required by the contract, proper operation of equipment, and normal fire/ safety precautions.

**PWS (Performance Work Statement ).** A document that describes accurately the essential technical requirements for services, including the standards used to determine whether the requirements have been met.

**Quality Assurance.** Those actions taken by the government to check goods or services to determine that they meet the requirements of the PWS.

**Quality Assurance Evaluator.** Government employee(s) assigned to monitor and evaluate the quality and compliance with the Performance Work Statement requirements.

**Quality Control.** Those actions taken by the Contractor to control the production of goods or services so that they will meet the requirements of the PWS.

**Sanitary.** In a clean state, protected from the contamination of pathogenic organisms.

**Satisfactory Performance.** Within limits of the AQL, adherence to the requirements of the PWS.

**Separation.** The physical division of space through the use of an impermeable barrier wall in order to prevent cross contamination of clean materials with soiled or contaminated materials. The physical division of clean and soiled area must be accompanied by the use of pass-through equipment to prevent recontamination of materials by human or environmental contacts.

**Service.** A job performed to the standard and within the acceptable quality level. The Contractor must do the specific job, meet the standard, and meet the acceptable quality level before performance is acceptable and the Contractor is paid.

**Serviceable Articles.** Articles usable in their current condition, or restorable by economically justified repair methods to usable condition.

**Shall.** This word is used in connection with the Contractor and specifies that the provision is binding.



**Specialty Items.** All textile items not classified as general linens. Examples – soap free linen, restraints, cubicle curtain, etc.

**Standard.** A Government acknowledged measure of comparison.

**Start Date.** The date work under the contract is scheduled to begin.

**Surgical Linen.** Linen utilized by surgical and / or specialized units. Normally blue or green linen.

**Surveillance Plan.** An organized written document used for quality assurance surveillance.

**TARE** – weight of the empty cart.

**Task and Frequency Chart.** Displays the required tasks and the minimum frequencies of performance.

**Textile Care Processing Facility.** A facility designed to render soiled linens clean, sanitary and aesthetically acceptable for reuse, in an efficient and non-damaging manner.

**Trash.** Rubbish or refuse.

**Uniforms.** Government owned clothing worn by VA employees as a means of identification.

**Unsatisfactory Performance.** Failure to meet the AQL.

**Unserviceable Item.** An item, which can no longer be used for its intended purpose.

**VA (Department of Veterans Affairs).** The Government agency requiring services under the terms of the contract.

**VAMC.** Veterans Affairs Medical Center

**Headquarter.** Veterans Affairs Central Office.

**Will.** This word is used in connection with the Government and specifies that the provision is binding.

#### **Government Furnished Property and Services:**

**B.2.54.** The Government will provide ID badges/ facility passes, forms, publications and services specifically identified in this contract as Government furnished for only the duration of the contract and will be revoked upon completion of the contract.

#### **Materials:**

**B.2.55.** The Government will provide forms, publications and services specifically identified in this contract as Government furnished. Fair/wear/tear or unserviceable condition of specialty items will be determined by the COR. The Government will provide restroom and hand washing facilities for

Contractor employees to wash their hands following exposure to blood or other body fluids while at the Medical Facility. The Government will provide facility passes for Contractor's employees as necessary to fulfill provisions of this contract. The Government will provide a detailed list of specialty items to be laundered.

### **Contractor Furnished Items**

**B.2.56. Materials:** Contractor shall furnish all materials necessary to perform the tasks specified in the contract. The Contractor shall secure all materials and supplies that comply with Local, State and Federal environmental laws.

**B.2.57. Linens:** Contractor shall furnish all linens described below.

- a. Pillow cases (regular - white) - 42" x 34" Domestic made in U.S.A., T180 percale, 50% cotton, 50% polyester, 3.7 oz each.
- b. Sheets, Flat (white) – 66" x 115" Domestic made in U.S.A., T180 percale, 50% cotton, 50% polyester, 22.5 oz per sheet.
- c. Sheets, Contour (fitted - white) – Soft-Span Contour sheet, 21oz each, 41% polyester, 4% spandex, 55% cotton, jersey knit. Minimum 150 washings, one size fits all.
- d. Towels, bath towels (white) – 20" x 40", 5.5 pounds per dozen, 85% cotton, 15% polyester.
- e. Bibs (white) – 21" x 33", 10 oz. each, adult terry cloth with snap.
- f. Robes tan(small), brown(medium), red(large), cranberry/maroon(x-large), gray(2x-large), yellow(3,4,5x-large), navy blue(6x-large)– 50% cotton, 50% polyester blend or seersucker, collarless.
- g. Blankets, thermal (white) – 66" x 96" 2.5 pounds each, 100% cotton.
- h. Gowns, patient (snowflake print) – 55% cotton, 45% polyester deluxe cut gowns with tie side closure 42" length 66" sweep, neck and waist ties are made of durable 100% polyester twill tape and reinforced to the body of the gown, 3 oz per square yard. 55% cotton, 45% polyester deluxe cut gowns with tie side closure 55" length 78" sweep, neck and waist ties are made of durable 100% polyester twill tape and reinforced to the body of the gown, 3 oz per square yard.
- i. Gowns, isolation (yellow) – barrier fabric, stockinet cuff, wrap around with full back overlap, reinforced tape ties, woven from 100% polyester filaments. One size fits all.
- j. Pajama Top female (pink) – 50% cotton, 50% polyester T160, 4 snap front, long sleeve, breast pocket, double stitched (small to 5x-large)
- k. Pajama Bottoms female (pink) – 50% cotton, 50% polyester T160, quad elastic waistband, double stitched (small to 5x-large)
- l. Pajama Top male: tan (small), brown(medium), red(large), cranberry/maroon(x-large), gray(2x-large), yellow(3,4,5x-large), navy blue (6x-large) – 50% cotton, 50% polyester T160, V-neck 4 snap front, long sleeve, breast pocket, double stitched color coded by size.
- m. Pajama Bottom male: tan (small), brown(medium), red(large), cranberry/maroon(x-large), gray(2x-large), yellow(3,4,5x-large), navy blue(6x-large) – 50% cotton, 50% polyester T160, quad elastic waistband, 2 snap waist, 2 snap fly, double stitched color coded by size.
- n. Bed Pads (pink) – under pads – 50% cotton, 50% polyester quilted sheeting with polyester filling, bound edges without elastic, waterproof.
- o. Washcloths (white) – 12" x 12" .75 pounds, 100% cotton
- p. Bags, Laundry (yellow) 26" fluid resistant laundry bag with flip top, elastic hem, dump handles at bottom and under flap with bio-hazard label on bag.
- q. Bags, Laundry other than yellow, for special tagged items delivered back to Contractor's facility.

- r. Rags (orange) – 12” x 12” terry cloth, shall be color fast (no dying).
- s. Misc. items-----small, medium, and large
- t. Wrappers –54” x 72” Saf-T-Blend Bias Bound Wrappers, stitched with a bias binding that is color-coded for quick identification (white stitching) color of wrappers Misty Green.
- u. O.R. Towel – 18” x 31” Summit absorbent weave 100% cotton fabric, x-ray detectable huck weave 100% polyester tread, Misty Green in color.
- v. Mops, Dust –Anti-Microbial 5 x 24”, 100% Synthetic Yarn, , color: white, looped end, bacteria; mold and mildew resistant, reusable, keyhole opening with multiple ties.
- w. Mop, Wet – Inhibitor, Anti-Microbial, looped end wet mop, 24 Ounce, color: white.

**B.2.58. Vehicles:** The Contractor shall provide all required vehicles, vehicle fuels, lubricants, and repairs necessary to perform services under this contract. All vehicles to be used under this contract to deliver linen to the Dayton, Chillicothe VAMCs and Columbus Ambulatory Care Center must have both docking capability and lift gate for ground unloading in case of emergency and be maintained in a safe and serviceable condition during duration of this contract. In addition, the vehicles must be kept clean (exterior and interior) with no unsightly residue of dirt, mud, trash, or other debris. Vehicle efficiency is solely the responsibility of Contractor and Contractor shall not be relieved of his contract responsibilities due to vehicle breakdown or failure of vehicles to operate.

**B.2.59. Carts:** Contractor shall maintain exchange linen carts in good repair for employee safety/ergonomics. Replacement or additional cart requirements shall be the responsibility of the Contractor. All carts shall be numbered and have empty (tare) weight indicated on both ends.

**B.2.60. Rags:** Make available salvaged items and or items to be used as rags when requested by the COR (i.e. terry material or blue disposable OR towels).

**B.2.61. Reports and Data:** The Contractor shall provide, in writing, to the COR the data and reports identified in Applicable Regulations, Manuals, Specifications and Technical Exhibit (B.2.74.).

**B.2.62. Scales:** The contractor is to provide scales for the purpose of weighing soiled linen carts being exported for processing and for weighing incoming clean linen. These scales should have the capability of displaying the GROSS/NET weight and the TARE weight so that the weight of the cart will be automatically deducted and displayed. A record of calibration by an independent, certified inspector shall be issued to the Lead COR and Facility COR bi-annually to assure true weights.

**B.2.63. Bulk Delivery Carts:** Contractor will provide all bulk delivery carts used for the delivery of clean linen and pick up of soiled linen. Carts will be routinely cleaned and sanitized by Contractor employees.

**B.2.64. Miscellaneous:** The Contractor shall furnish other items as identified within this contract, such as, orientation and training, medical exams, procedures manual, quality control program, required data.

### **Specific Tasks**

**B.2.65.** The Contractor shall accept for processing all soiled linens, uniforms, patient clothing, mops, specialty items to include cubicle curtains and patient slings etc. After processing all items are to be finished and delivered to the VA Medical Center in accordance with the terms outlined below.

**B.2.66.** Flatwork items that must be washed, conditioned, ironed, and folded:

**B.2.66.1.** Apron, cook

**B.2.66.2.** Pillowcases, regular

**B.2.66.3.** Pillowcases, surgical

**B.2.66.4.** Sheets, poly/cotton, bed T-180 percale, folded neatly to 15 ½" x 11 ½" (approx.) and without tails hanging loose and stacked in a manner that they do not fall over while being transported.

**B.2.66.5.** Tablecloth

**B.2.66.6.** Towel, kitchen

**B.2.66.7.** Towel, huck

**B.2.66.8.** Towel, OR

**B.2.66.9.** Wrappers, surgical and misc. surgical linen: Small, Medium, Large

**B.2.66.10.** Surgical Scrubs: Tops, Bottom

**B.2.67.** Items that must be steam finished and placed on hangers:

**B.2.67.1.** Shirt, uniform

**B.2.67.2.** Trouser, uniform

**B.2.67.3.** Smock, knee length long coats

**B.2.67.4.** Coveralls

**B.2.67.5.** Table Skirts

**B.2.67.6.** Scrubs used as a uniform: Dress, Top, Bottom

**B.2.67.7.** Lab coats

**B.2.68.** Items that must be tumbled dried and folded:

**B.2.68.1.** Bathrobe

**B.2.68.2.** Blankets, bath

**B.2.68.3.** Blankets, bedspread

**B.2.68.4.** Cover, mattress

**B.2.68.5.** Curtains, shower

**B.2.68.6.** Curtains, cubicle (also antimicrobial treated)

**B.2.68.7.** Gown, operating

**B.2.68.8.** Gown, patient

**B.2.68.9.** Gown, isolation

**B.2.68.10.** Pads, absorbent

**B.2.68.11.** Pajamas

**B.2.68.12.** Coat

**B.2.68.13.** Trousers

**B.2.68.14.** Towel, bath

**B.2.68.15.** Misc. items: Small and Medium

**B.2.69.** Items must be washed, dried and returned in bulk:

**B.2.69.1.** Mops, wet (string)

**B.2.69.2.** Mops, micro fiber (general purpose and thick)

**B.2.69.3** Mops, dust

**B.2.70.** Items must be washed, dried and placed in laundry bags:

**B.2.70.1.** Linen bags

**B.2.70.2.** Rags

**B.2.71.** Items that must be washed dried folded, identified by patient name/number, if any, and put in protective packaging (plastic bags):

**B.2.71.1.** Patient's Personal Clothing, which is not on hangers

**B.2.71.2.** Items that must be washed, dried, and stacked on exchange cart.

**B.2.72. Packaging:**

**B.2.72.1.** Linen is packaged on exchange according to quotas and or established schedules.

**B.2.72.2.** Items finished and placed on hangers are returned in a cart with a coat bar. They are placed on the hanger so identification number and size is showing, if any.

**B.2.73. Additional Guidance:**

**B.2.73.1.** To eliminate the need for separate listing of items that are received infrequently, the item "Miscellaneous: Small, Medium, large" is shown at the end of each lot. This should be interpreted as follows:

**B.2.74. Laundry:**

**B.2.74.1.** Small: An item requiring the approximate time, effort and cost to process as a pillowcase or wrapper.

**B.2.74.2.** Medium: An item requiring the approximate time, effort and cost to process as a sheet or spread.

**B.2.74.3. Large:** An item requiring the approximate time, effort and cost to process as a blanket.

**B.2.75. Uniforms:**

**B.2.75.1.** Each VA Medical Center will provide its own uniforms to employees. Uniform items must be washed, dried and either steamed or pressed to remove wrinkles and placed on hangers and returned with:

1. Shirt, uniform, with chain of custody form (including valet ticket provided by contractor)
2. Trouser, uniform, with chain of custody form (including valet ticket provided by contractor)
3. Smock, zip-up
4. Lab coat

**B.2.76. Patient slings:**

**B.2.76.1.** Due to the variance in patient sling care the COR will provide manufacturer washing instructions for patient slings. The Contractor shall wash and return patient slings within 48 hours. **Contractor shall have a 48 hour par level on site at Medical Center with in this contract to ensure that 96 hour sustainability requirement is met.**

**Applicable Regulations, Manuals, Specifications and Technical Exhibits**

**B.2.77.** Documents applicable to the solicitation are listed below. These documents are mandatory. At the start of the contract the Government shall provide one copy of all mandatory regulations, manuals and specifications listed below to the Contractor. Supplements and amendments thereto, shall be updated and shall be considered to be in full force and effective immediately upon receipt by the Contractor. The policies and procedures of mandatory directives shall be adhered to at all times. It is the Contractor's responsibility to insure that all mandatory publications are posted and up to date:

**B.2.77.1.** MIL-STD-105D/E (commercially acceptable)

**B.2.77.2.** Security Clearances or Access Controls

**B.2.77.3.** Facility Policies concerning fire/disaster programs

**B.2.77.4.** Parking

**B.2.77.5.** Infection Control Manual

**B.2.77.6.** Facility Policy on Laundry, Linen, Uniform Management

**B.2.77.7.** ANSI/AAMI ST65:2000

**B.2.77.8.** Other applicable regulations, manuals and specifications as identified locally.

**B.2.78.** The workload stated in the following schedule of services is an estimate, and in no way is to be construed as a guarantee by the government as to work that will be processed under contract. In this regard, the workload is subject to changes resulting from many factors, i.e. hospital admissions, weather, mission changes, product changes (new light weight fabrics), etc.

<b>Dayton VAMC</b>	
<b>TBD *Includes the Following:</b>	
OR Linen	
Uniforms	
Mops (wet/dust)	
Patient clothing	
General Linen	
*Includes standard items and station unique items not identified such as restraints, cubical curtains, spreads, and the like	

### **B.2.79. Contractor Furnished Reports**

**B.2.79.1.** These are provided by the contractor on an excel based spreadsheet that compiles not only daily activities but also monthly.

**B.2.79.2.** Damage to Government property. (Reports sent to all CORs and CO).

**B.2.79.3.** Monthly report of washroom chemical titration and pH. Due 5<sup>th</sup> workday of the month. (Reports sent to all CORs and CO).

**B.2.79.4.** NAILM, IFI laboratory test piece report (monthly unless a problem develops) or independent Textile Laboratories. This is due the 15<sup>th</sup> of the month or the next workday after the 15<sup>th</sup>. (Reports sent to CORs and CO).

**B.2.79.5.** Daily report of clean linen shipped to delivery points, showing pounds and number of delivery carts used. (Reports sent to all CORs).

**B.2.79.6.** Detailed monthly statement of charges as stated in the Contract Terms and Conditions FAR Section 52.212-4. (Reports sent to all CORs and CO).

**B.2.79.7.** Textile Care production information and cost report are found in VHA Handbook 1850.3 appendix B. [http:// www1.va.gov/vhapublications](http://www1.va.gov/vhapublications)

**B.2.79.8.** The end of the month pounds analysis report. (Reports sent to all CORs).

**B.2.79.9.** Detailed monthly statement of linen items purchased for Dayton and Chillicothe VAMCs as well as Columbus Ambulatory Center (invoice provided to contractor by distributor) for VA Healthcare System of Ohio. (Reports sent to all location CORs and Contracting Officer/Contract Specialist).

**B.2.79.10.** Detailed monthly statement of unusual linen losses. (Reports sent to all CORs and Contracting Officer/Contract Specialist).

**B.2.79.11.** Detailed monthly statement of linen items replaced with disposition of items. (Reports sent to all CORs and Contracting Officer/Contract Specialist).

**B.2.79.12.** Other reports may be required by the COR, with the Contracting Officer's approval, upon request.

### **B.2.80. Quality Assurance Surveillance Plan - Introduction**

**B.2.80.1.** This QASP Plan has been developed for in-house operations or to implement a service contract. It is designed to aid the Government in providing effective and systematic surveillance of all aspects of Linen Supply and Laundry services. This plan provides for monitoring all contract requirements through a combination of methods. These are:

**B.2.80.1.a.** Sampling guides

**B.2.80.1.b.** Customer complaint surveillance guides; and

**B.2.80.1.c.** Surveillance activity checklist.

**B.2.80.2.** The objective of this surveillance plan is to evaluate how the Government or Contractor is performing in key areas. *We are primarily interested in the final product or service being provided and not in the details of accomplishment.*

**B.2.80.3.** The principal method of surveillance will be the random sampling of the quantity and quality of laundered items processed. The plan contains sampling guides for use in random sampling. It contains random sampling (tally) checklists which are used to record information about the random samples.

**B.2.80.4.** Tasks not surveyed by random sampling will be covered by daily observation in some cases or by use or periodic checklist inspections. Appropriate checklists are provided for recording observations in this type of surveillance.

### **B.2.81. HOW TO USE THE SURVEILLANCE PLAN**

**B.2.81.1.** This surveillance plan has been organized to facilitate use by the COR. It is the COR's responsibility to develop a monthly schedule for activities based on the surveillance plan's requirements. The monthly schedule will be completed by the last workday of the preceding month and a copy will be submitted to a CO or other management official for information and review by an assigned workday of the month.

**B.2.81.2.** To build the inspection schedule, the COR will select areas and times for the random sampling using the procedures shown in the surveillance plan. Periodic checklist items to be surveyed during the month will be programmed into the schedule to facilitate their accomplishment. This monthly schedule should show what the COR is monitoring each day. Changes will be posted weekly and copies sent to appropriate officials. The reasons for changes will be fully documented and explained. Actual surveillance activity must be comparable to the monthly schedule. The responsible management official must be able to observe a COR's performance by using the monthly schedule, as updated. One should be able to conduct a complete audit trail from the monthly schedule by observing the COR perform sampling or other checklist surveillance, and completion of tally and other checklists. An auditor should be able to track from the above items to the management's actions (payment deductions or other actions as necessary if contract service is being performed), described on a CDR.



**B.2.81.3.** Monthly tally checklists will be prepared for each sampling guide and will be used to record information on observations and defects. Each observation in the sampling will be recorded on the tally checklists. These documents will then become a formal record for later reference. The tally of observations and defects at the end of each month will be compared to the acceptable number of defects appearing in the relevant sampling guide. Any errors detected during the course of the surveillance, even if not of sufficient degree to render the service unsatisfactory in terms of the Acceptable Quality Level (AQL) parameters, will require corrective action by the VA for in-house operations and the Contractor for contracted services. Errors detected by the COR in the course of surveillance will be transmitted to the Contractor or in-house management for correction. Notification of errors will take place within 1 working day. Specifics concerning any errors should be recorded on the tally checklist. The Contractor or in-house management, as applicable, should be asked to initial this record.

**B.2.81.4.** If the sampling guide indicates that the number of defects is too high, the current month's service will be considered unsatisfactory. If the performance in any area is judged unsatisfactory, based on random sampling or other criteria as set forth in Summary B.2.82.1. Performance Requirements Summary, of the Linen Supply and Laundry Performance Work Statement, a Contractor or in-house management official will be given a CDR by the COR. When completed and signed, the CDR, along with the tally checklist becomes the documentation supporting payment or nonpayment or other actions as necessary for contractor provided services.

**B.2.81.5.** There are some requirements in a contract which are more conveniently monitored on an individual periodic basis. For example, a Contractor or the Government is required to provide continuing training. When these items are checked (quarterly and monthly, for example), the deficiencies will be recorded on the appropriate checklist. When these items are discovered to be unsatisfactory, actions as described above will be taken. For the number of allowable defects, see the Performance Requirement Summary in B.2.82.1

## **B.2.82 Performance Requirements Summary**

### **B.2.82.1 Summary Table:**

<b>Factor No.</b>	<b>Performance Indicator</b>	<b>Performance Standard</b>	<b>AQL Maximum Allowable Degree If Deviation</b>	<b>Method – Type of Surveillance Reduction When AQL Exceeded</b>	<b>Deduction Amount (Monthly Billing)</b>
1	<b>Shipment schedule is met.</b>	All quotas are delivered to Medical Centers per established schedule.	<b>2 discrepancy per month</b>	COR Weekly inspection	3%
2.	<b>Weights are accurate</b>	Weight processed/ received equals weight billed	<b>2 discrepancies per month</b>	COR Delivery tickets and daily weight	3%

				records	
3.	<b>Laundry is clean</b>	Laundry is clean, dry, free of lint and odor, spots and stains removed.	<b>.25% per gross wt. processed each month.</b>	Random Sampling - carts of clean linen, daily by COR	3%
4.	<b>Whiteness and tensile strength retention.</b>	Test specimen laundered IAW standard textile laboratory practice.	<b>5% deviation after washing for whiteness retention and tensile strength loss per test</b>	Contractor furnished specimens per independent laboratory.	1%
5.	<b>Proper textile finish for items</b>	All articles are properly processed; articles are free from wrinkles and scorches; IAW Standards.	<b>.25% per month</b>	Random Sampling – carts clean linen, daily.	1%
6.	<b>Packaging is properly accomplished.</b>	Laundered items are bundled, tied, wrapped, covered, etc.	<b>.25% per month</b>	Random Sampling – carts clean linen, daily.	2% each
7.	<b>Provide required reports.</b>	Data required submitted on time.	<b>1 discrepancy per month.</b>	Check list	1% for each late item x days late (Max of 5%)
8.	<b>Damaged Clean linen items.</b>	Laundered items are not physically damaged due to improper processing or carelessness.	<b>2.5 percent per month</b>	Random Sampling - carts of clean linen, daily.	1%
9.	<b>Responsiveness</b>	CPM responds within 1 hr. to request for contact from CO, Lead COR, and Facility	<b>1 discrepancy per month.</b>	COR awareness	1% each occurrence

		COR.			
10.	<b>Transport / Storage trailers/carts are cleaned with a tuberculocidal germicide/disinfectant, after unloading the soiled linen and prior to loading the trailer/cart with clean linen.</b>	Trailers/carts are clean, dry, and free of visible soil	<b>0 discrepancies</b>	Daily inspections	0% per occurrence

#### **B.2.82.2. Performance Requirements Summary Method of Application**

**B.2.82.3.** The Contractor is required to perform all the work outlined in the Statement of Objectives and specified in the agreed-to Performance Work Statement within the awarded contract. If the contractor fails to perform a specific element of the work, payments for the task in question will be subject to reductions as specified. Any amount deducted for deviation from the required performance will be reflected in an amount commensurate with the task.

**B.2.83.** The purpose of this section is to:

**B.2.83.1.** List the contract requirements considered most critical to acceptable contract performance.

**B.2.83.2.** Show, where applicable, the maximum allowable degree of deviation from perfect performance for each requirement that shall be allowed by the Government before contract performance is considered unsatisfactory. This is known as the AQL and represents the level of quality required in a VA run operation.

**B.2.83.3.** Show the percentages of the major elements of the contract price that each listed contract requirement represents.

**B.2.83.4.** Explain the quality assurance methods the Government will use to evaluate the Contractor's performance in meeting the contract requirements.

**B.2.83.5.** Define the procedure the Government shall use in reducing the Contractor's monthly payment if the Contractor does not render satisfactory performance.

**B.2.84.** The Government's quality assurance procedures are based in part on statistical random sampling of the recurring critical output products of the contract using the commercially acceptable criteria in MIL-STD-105D/E. Other areas will be reviewed periodically (e.g. monthly, quarterly, semi-annually).

**B.2.85.** The commercially acceptable criteria for acceptable and unacceptable performance are as follows:

**B.2.85.1.** MIL-STD-105D/E based on the lot size (number of times a service is performed in a month), sample size, and AQL for each contract requirement (Performance Indicator). When the number of defects in the Contractor's performance discovered by the COR exceeds the unacceptable criteria level, the COR shall be required to complete a CDR (Contract Discrepancy Report). The CDR will require the Contractor to explain in writing why performance was

unacceptable, how performance will be returned to acceptable levels, and how recurrence of the problem will be prevented in the future. The Contractor will not be paid for services not rendered in accordance with the standards set forth in the contract.

**B.2.86.** The criteria for other requirements are the level of performance deemed acceptable to the Government. When the number of defects discovered by the COR exceeds the number shown in the AQL column, a CDR, as described above will be issued.

**B.2.87.** Monthly payments to the Contractor will be reduced for unsatisfactory performance using the following methods:

**B.2.87.1.** During each month, Contractor performance will be compared to contract standards and acceptable quality levels using the Quality Assurance Surveillance Plan.

**B.2.87.2.** If performance in any required service is unsatisfactory for the period of surveillance (monthly, quarterly, etc.) and the poor performance is clearly the fault of the Contractor, an amount of money up to the percentage cost of the service as stated in the fifth column of the Performance Requirements Summary will be withheld as described below.

**B.2.88.** The amount of money to be deducted for unsatisfactory performance will be computed as follows:

**B.2.88.1.** Total monthly contract price multiplied by the percentage of the function represented by the required service (see deduct percentage, column five, Performance Requirements Summary) multiplied by the percentage of the sample found defective when sampling is used.

**B.2.88.2.** When a Surveillance method other than sampling is used; the percentage deduction for each defect over the allowable maximum is specified in the deduction column. When applied, the deductible percentage of the deduction column is chargeable against the current's month's invoices.

**B.2.88.3. EXAMPLE:**

IF: Shipment Schedule is not met.

AND: Shipment Schedule percentage is 3%

AND: Sample size is 5

AND: Number of defective deliveries in the sample is 1

AND: Contractor's monthly invoice is:

CONTRACTOR'S INVOICE	\$3,000.00
X Deduct Percentage	.03

X Percentage of Sample Defective

.20

18.00	Deduction	\$
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Sample Calculation:

$\$3,000.00 \times 3\% = \$90.00$   
(Attributable to the Shipment Schedule not met (1%))

$$\$90.00 \times 20\% = \$18.00$$

(Attributable to the percentage of observed Shipment not met (20%) in the random sample)

**B.2.88.4.** When a surveillance method other than sampling is used, the percentage deduction for each defect over the allowable maximum is specified in the **Deduction** column. When applied, the deductible percentage of the **Deduction** column is chargeable against the current month's invoices.

**B.2.88.5. SAMPLING GUIDE 1**  
**CLEANLINESS OF LINEN**

1. AQL: .25%
2. Lot size: \_\_\_\_\_ (number of carts received per day)
3. Sample size: \_\_\_\_\_
4. Sampling and Inspection Procedure: Select \_\_\_\_\_ random carts per day from each delivery of clean linen. Examine linen on carts selected for compliance with standards of cleanliness established contract.
5. Performance guide: .25% defects per gross weight processed are allowed.
6. Contract paragraphing: Paragraph B.2.79.1.Summary Table, factor number 3.

**B.2.88.6. SAMPLING GUIDE 2**  
**FINISH AND PACKAGING**

1. AQL: .25%
2. Lot size: \_\_\_\_\_ (number of carts received per day)
3. Sample size: \_\_\_\_\_
4. Sampling and inspection procedure: Select \_\_\_\_\_ random carts from each delivery of clean linen. Examine linen on carts selected for compliance with standards of finish and packaging established in contract.
5. Performance guide: .25% defects per gross weight processed are allowed.
6. Contract paragraphing: Paragraph B.2.79.1.Summary Table, factor numbers 5 and 6.

**B.2.88.7. SAMPLING GUIDE 3**

**DAMAGE**

1. AQL: 2.5 percent
2. Lot size: \_\_\_\_\_ (number of deliveries per month)
3. Sample size: \_\_\_\_\_

4. Sampling and inspection procedure: Select \_\_\_\_\_ random carts per day from each delivery of clean linen. Examine linen on carts selected for compliance with standards for non-damage of linen item established in contract.
5. Performance guide: 2.5 percent defects are allowed.
6. Contract paragraphing: Paragraph B.2.79.1.Summary Table, factor number 8.

#### **B.2.88.8. SAMPLING GUIDE 4**

##### **CLEANING OF CARTS**

1. AQL: .25%
2. Lot size: \_\_\_\_\_ (number of deliveries per month)
3. Sample size: \_\_\_\_\_
4. Sampling and inspection procedure: Select \_\_\_\_\_ random days required for delivery of clean linen. On the days selected, go to the laundry and verify that carts are being cleaned between unloading of soiled linen and loading of clean linen.
5. Performance guide: .25 percent per month of total carts not cleaned satisfactorily is allowed.
6. Contract paragraphing: Paragraph B.2.79.1.Summary Table, factor number 10.

#### **CUSTOMER COMPLAINT SURVEILLANCE GUIDE.**

**B.2.89.** The checklists attached hereto contain those contract requirements that can best be monitored by the individual or activity receiving the service. At the start of the contract, the COR shall instruct customers on the requirements of the contract and on the proper method to complete the customer complaint form. A written copy of the specific contract requirement will be provided to each customer. Customers shall be required to submit the complaint form within 1 working day of the discovery of the discrepancy.

**B.2.90.** Once each year, the COR will contact each customer to assure that there is an understanding of the contract requirements. The COR will document the annual visits.

**B.2.91.** When a complaint is received, the COR will contact the customer to verify the complaint. If the complaint is valid, the COR will notify the Contracting Officer regarding the complaint.

**B.2.92.** The COR will retain the complaint form in the files. At the end of each month, all validated complaints will be tabulated to determine satisfactory or unsatisfactory performance, in each are, based on the criteria in the AQL column in the "Performance Requirements Summary."

### **B.2.93. CUSTOMER COMPLAINT RECORD**

Date/time of complaint:

Source of complaint:

Office:

Individual:

Nature of complaint:

COR evaluation:

Date/time contractor or VA informed of complaint:

CPM initials \_\_\_\_\_

Action taken by contractor or VA:

COR signature: \_\_\_\_\_

### **SURVEILLANCE ACTIVITY CHECKLIST**

**B.2.94.** There are some contractual requirements, of a general nature, that do not properly fit under the random sampling concept. These items are contained on the following checklist by frequency of the surveillance (weekly, monthly, etc.).

Contract requirement	Contract paragraphing	Method of surveillance	Date accomplished	Where accomplished	Compliance
Shipment Schedule is Met	B.2.82.1  Summary Table:, Factor number 1	Review all quotas delivered to Medical Center to assure they match established schedule, weekly basis.			
Weights are accurate.	B.2.82.1  Summary Table:, Factor number 2	Daily weighing upon receipt. Compare to delivery tickets on a weekly basis.			

No more than 7 percent reduction in whiteness or tensile strength after washing.	B.2.82.1  Summary Table:, Factor number 4	Review independent laboratory reports on test pieces submitted by Contractor.			
Provide required reports.	B.2.82.  Summary Table:, Factor number 7	Assure that all data requested of contractor by terms of contract are complete and submitted on time, monthly basis.			
Response	B.2.82.1  Summary Table:, Factor number 9	Review reports from Facility COR and Lead COR addressing responses for contact in excess of 1 hour on a monthly basis			
Compliance with the Joint Commission and VA requirements.	B.2.93. CUSTOMER COMPLAINT RECORDS	Review records of customer complaints monthly regarding response to emergency requests for service that take more than 1 hour.			



### **B.3 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)**

This solicitation includes FAR 52.219-14 Limitations on Subcontracting. Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

(End of Provision)

## B.4 Price/Cost Schedule

The estimates provided below are clean, dry weights. The contractor is to weigh carts full of CLEAN and DRY linen for billing purposes. ALL CHARGES ARE TO BE BASED ON CLEAN & DRY WEIGHT. ALL NEW LINEN REPLACEMENT AND LOST CHARGES SHOULD BE BASED ON THE INDUSTRY STANDARDS, WHICH IS 8-12% OF SOILED TO CLEAN RATIO.

Minimum amount on this contract is \$600,000.00

Maximum amount on this contract is \$4,999,000.00

The COR will be the designated Ordering Officer unless otherwise designated by the Contracting Officer.

### Item Information

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Dayton VA Med Center Linen Services Est. lbs delivered laundry Contract Period: Base POP Begin: 10-01-2015 POP End: 09-30-2016	1,064,841.00	LB		
0002	Dayton VA Med Center Linen Services. Est. pounds of Patient Clothing Contract Period: Base POP Begin: 10-01-2015 POP End: 09-30-2016	4,977.00	LB		
0003	Dayton VA Med Center Linen Services. Surgical Packs (35 Packs Daily per Weekday) Contract Period: Base POP Begin: 10-01-2015 POP End: 09-30-2016	9,100.00	EA		
0004	Chillicothe VA Med Linen Services Est. lbs delivered laundry Contract Period: Base POP Begin: 10-01-2015 POP End: 09-30-2016	758,307.00	LB		
0005	Columbus Clinic Linen Services Est. lbs delivered laundry	168,729.00	LB		

Contract Period: Base POP Begin: 10-01-2015 POP End: 09-30-2016					
<b>1001</b>	Dayton VA Med Center Linen Services Est. lbs delivered laundry Period: Option 1 POP Begin: 10-01-2016 POP End: 09-30-2017	1,086,244.00	LB	_____	_____
<b>1002</b>	Dayton VA Med Center Linen Supply Services. Est. pounds of Patient Clothing Period: Option 1 POP Begin: 10-01-2016 POP End: 09-30-2017	5,077.00	LB	_____	_____
<b>1003</b>	Dayton VA Med Center Linen Supply Services. Surgical Packs (35 Packs Daily per Weekday) Period: Option 1 POP Begin: 10-01-2016 POP End: 09-30-2017	9,100.00	EA	_____	_____
<b>1004</b>	Chillicothe VA Med Center Linen Supply Services. Est. pounds of delivered laundry Period: Option 1 POP Begin: 10-01-2016 POP End: 09-30-2017	773,473.00	LB	_____	_____
<b>1005</b>	Columbus Outpatient Clinic Linen Supply Services. Est. pounds of delivered laundry Period: Option 1 POP Begin: 10-01-2016 POP End: 09-30-2017	172,104.00	LB	_____	_____
<b>2001</b>	Dayton VA Med Center Linen Supply Services. Est. pounds of delivered laundry Period: Option 2 POP Begin: 10-01-2017 POP End: 09-30-2018	1,097,106.00	LB	_____	_____
<b>2002</b>	Dayton VA Med Center Linen Supply Services. Est. pounds of Patient Clothing	5,179.00	LB	_____	_____

	Period: Option 2 POP Begin: 10-01-2017 POP End: 09-30-2018				
<b>2003</b>	Dayton VA Med Center Linen Supply Services. Surgical Packs (35 Packs Daily per Weekday) Period: Option 2 POP Begin: 10-01-2017 POP End: 09-30-2018	9,100.00	EA	_____	_____
<b>2004</b>	Chillicothe VA Med Center Linen Supply Services. Est. pounds of delivered laundry Period: Option 2 POP Begin: 10-01-2017 POP End: 09-30-2018	788,942.00	LB	_____	_____
<b>2005</b>	Columbus Outpatient Clinic Linen Services. Est lbs. deliver Linen Period: Option 2 POP Begin: 10-01-2017 POP End: 09-30-2018	175,546.00	LB	_____	_____
<b>3001</b>	Dayton VA Med Center Linen Services. Est. pounds of delivered laundry Period: Option 3 POP Begin: 10-01-2018 POP End: 09-30-2019	1,108,077.00	LB	_____	_____
<b>3002</b>	Dayton VA Med Center Linen Services. Est. pounds of Patient Clothing Period: Option 3 POP Begin: 10-01-2018 POP End: 09-30-2019	5,179.00	LB	_____	_____
<b>3003</b>	Dayton VA Med Center Linen Services. Surgical Packs (35 Packs Daily per Weekday) Period: Option 3 POP Begin: 10-01-2018 POP End: 09-30-2019	9,100.00	EA	_____	_____
<b>3004</b>	Chillicothe VA Med Center Linen Services. Est. pounds of delivered	804,721.00	LB	_____	_____

	laundry Period: Option 3 POP Begin: 10-01-2018 POP End: 09-30-2019				
<b>3005</b>	Columbus Outpatient Clinic Linen Services. Est. pounds of delivered laundry Period: Option 3 POP Begin: 10-01-2018 POP End: 09-30-2019	179,057.00	LB	_____	_____
				<b>GRAND TOTAL</b>	_____

## SECTION C - CONTRACT CLAUSES

### C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (DEC 2014)

(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, contract 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 contract line item or subline item, if applicable; and

(D) Contractor point of contact.

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

(6) *Interest*.

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

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

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

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

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

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

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



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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

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

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

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

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in

the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

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

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

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

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

(u) *Unauthorized Obligations.*

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

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

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

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

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

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

(End of Clause)

## **C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEC 2014)**

(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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(2) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

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

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

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

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(41 U.S.C. 3509).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

☒ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (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 (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (Oct 2001) of 52.219-9.

☐ (iii) Alternate II (Oct 2001) of 52.219-9.

☐ (iv) Alternate III (OCT 2014) 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 (NOV 2011) (15 U.S.C. 637(a)(14)).

☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

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

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

☐ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).

☐ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (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 (JAN 2014) (E.O. 13126).

☒ (27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☒ (28) 52.222-26, Equal Opportunity (Mar 2007) (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 (JUL 2014) (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) 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.)

☐ (34)(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.)

☐ (35)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-13.

☐ (36)(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.

☐ (37) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

☐ (38)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).

- ☐ (ii) Alternate I (JUN 2014) of 52.223-16.
- ☒ (39) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- ☐ (40) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).
- ☐ (41)(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.
- ☒ (42) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ☒ (43) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (44) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ☐ (45) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (46) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☐ (47) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☐ (48) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☐ (49) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ☒ (50) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ☐ (51) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- ☐ (52) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ☐ (53)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- ☐ (ii) Alternate I (Apr 2003) of 52.247-64.

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

- ☐ (1) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
- ☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ☐ (3) 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).
- ☐ (4) 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).
- ☐ (5) 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).
- ☐ (6) 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).
- ☐ (7) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).
- ☐ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).
- ☐ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).
- ☐ (10) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

(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 (APR 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

(v) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

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

(vii) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

(viii) 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.

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

(x) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(xi) 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).

(xii) 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).

(xiii) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xiv) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xv) 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.

(xvi) 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.

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

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

(End of Clause)

### **C.3 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through the end of the effective period.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule. Ordering Officers other than the Contracting Officer will be named later.

(End of Clause)

### **C.4 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$3,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of \$1,000,000.00;

(2) Any order for a combination of items in excess of \$2,000,000.00; or

(3) A series of orders from the same ordering office within 3 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within Five Business days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

#### **C.5 52.216-22 GUARENTEED MIN AND MAX INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 30 September 2019.

(End of Clause)

#### **C.6 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

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

(End of Clause)

#### **C.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed four (4) years.

(End of Clause)

#### **C.8 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

Funds are not presently available for performance under this contract beyond 30 September 2016. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 September 2016, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

#### **C.9 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)**

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

(End of Clause)

#### **C.10 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)**

(a) Except as provided in paragraph (c) below, the Contractor shall display prominently, in common work areas within business segments performing work under VA contracts, Department of Veterans Affairs Hotline posters prepared by the VA Office of Inspector General.

(b) Department of Veterans Affairs Hotline posters may be obtained from the VA Office of Inspector General (53E), P.O. Box 34647, Washington, DC 20043-4647.

(c) The Contractor need not comply with paragraph (a) above if the Contractor has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of Clause)

#### **C.11 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)**

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

more service-disabled veteran-owned small businesses or veteran-owned small businesses for subcontract work of the same or similar value.

(End of Clause)

## **C.12 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

### **C.13 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)**

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

(End of Clause)

### **C.14 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

<http://www.acquisition.gov/far/index.html>

<http://www.va.gov/oal/library/vaar/>

(End of Clause)

<b><u>FAR Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013

(End of Addendum to 52.212-4)

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

### **D.1 BUSINESS ASSOCIATE AGREEMENT BETWEEN THE DEPARTMENT OF VETERANS AFFAIRS VETERANS HEALTH ADMINISTRATION AND POTENTIAL VENDOR**

**Purpose.** The purpose of this Business Associate Agreement (Agreement) is to establish requirements for the Department of Veterans Affairs (VA) Veterans Health Administration (VHA) and in accordance with the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH) Act, and the HIPAA Privacy, Security, Breach Notification, and Enforcement Rules (“HIPAA Rules”), 45 C.F.R. Parts 160 and 164, for the Use and Disclosure of Protected Health Information (PHI) under the terms and conditions specified below.

**Scope.** Under this Agreement and other applicable contracts or agreements, will provide services to, for, or on behalf of VHA.

In order for to provide such services, VHA will disclose Protected Health Information to and will use or disclose Protected Health Information in accordance with this Agreement.

**Definitions.** Unless otherwise provided, the following terms used in this Agreement have the same meaning as defined by the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information (PHI), Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

“Business Associate” shall have the same meaning as described at 45 C.F.R. § 160.103. For the purposes of this Agreement, Business Associate shall refer to , including its employees, officers, or any other agents that create, receive, maintain, or transmit PHI as described below.

“Covered Entity” shall have the same meaning as the term is defined at 45 C.F.R. § 160.103. For the purposes of this Agreement, Covered Entity shall refer to VHA.

“Protected Health Information” or “PHI” shall have the same meaning as described at 45 C.F.R. § 160.103. “Protected Health Information” and “PHI” as used in this Agreement include “Electronic Protected Health Information” and “EPHI.” For the purposes of this Agreement and unless otherwise provided, the term shall also refer to PHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity or receives from Covered Entity or another Business Associate.

“Subcontractor” shall have the same meaning as the term is defined at 45 C.F.R. § 160.103. For the purposes of this Agreement, Subcontractor shall refer to a contractor of any person or entity, other than Covered Entity, that creates, receives, maintains, or transmits PHI under the terms of this Agreement.

**Terms and Conditions.** Covered Entity and Business Associate agree as follows:

1. **Ownership of PHI.** PHI is and remains the property of Covered Entity as long as Business Associate creates, receives, maintains, or transmits PHI, regardless of whether a compliant Business Associate agreement is in place.

2. Use and Disclosure of PHI by Business Associate. Unless otherwise provided, Business Associate:

A. May not use or disclose PHI other than as permitted or required by this Agreement, or in a manner that would violate the HIPAA Privacy Rule if done by Covered Entity, except that it may use or disclose PHI:

- (1) As required by law or to carry out its legal responsibilities;
- (2) For the proper management and administration of Business Associate; or
- (3) To provide Data Aggregation services relating to the health care operations of Covered Entity.

B. Must use or disclose PHI in a manner that complies with Covered Entity's minimum necessary policies and procedures.

C. May de-identify PHI created or received by Business Associate under this Agreement at the request of the Covered Entity, provided that the de-identification conforms to the requirements of the HIPAA Privacy Rule.

3. Obligations of Business Associate. In connection with any Use or Disclosure of PHI, Business Associate must:

A. Consult with Covered Entity before using or disclosing PHI whenever Business Associate is uncertain whether the Use or Disclosure is authorized under this Agreement.

B. Implement appropriate administrative, physical, and technical safeguards and controls to protect PHI and document applicable policies and procedures to prevent any Use or Disclosure of PHI other than as provided by this Agreement.

C. Provide satisfactory assurances that PHI created or received by Business Associate under this Agreement is protected to the greatest extent feasible.

D. Notify Covered Entity within twenty-four (24) hours of Business Associate's discovery of any potential access, acquisition, use, disclosure, modification, or destruction of either secured or unsecured PHI in violation of this Agreement, including any Breach of PHI.

(1) Any incident as described above will be treated as discovered as of the first day on which such event is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate.

(2) Notification shall be sent to the Director, Health Information Governance, by email to [VHABAAIssues@va.gov](mailto:VHABAAIssues@va.gov).

(3) Business Associate shall not notify individuals or HHS directly unless Business Associate is not acting as an agent of Covered Entity but in its capacity as a Covered Entity itself.

E. Provide a written report to Covered Entity of any potential access, acquisition, use, disclosure, modification, or destruction of either secured or unsecured PHI in violation of this Agreement, including any Breach of PHI, within ten (10) business days of the initial notification.

- (1) The written report of an incident as described above will document the following:



(a) The identity of each Individual whose PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, disclosed, modified, or destroyed;

(b) A description of what occurred, including the date of the incident and the date of the discovery of the incident (if known);

(c) A description of the types of secured or unsecured PHI that was involved;

(d) A description of what is being done to investigate the incident, to mitigate further harm to Individuals, and to protect against future incidents; and

(e) Any other information as required by 45 C.F.R. §§ 164.404(c) and 164.410.

(2) The written report shall be addressed to:

Director, Health Information Governance  
Department of Veterans Affairs – Veterans Health Administration  
Office of Informatics and Analytics (10P)  
810 Vermont Avenue NW  
Washington, DC 20420

and submitted by email at [VHABAAIssues@va.gov](mailto:VHABAAIssues@va.gov)

F. To the greatest extent feasible, mitigate any harm due to a Use or Disclosure of PHI by Business Associate in violation of this Agreement that is known or, by exercising reasonable diligence, should have been known to Business Associate.

G. Use only contractors and Subcontractors that are physically located within a jurisdiction subject to the laws of the United States, and ensure that no contractor or Subcontractor maintains, processes, uses, or discloses PHI in any way that will remove the information from such jurisdiction. Any modification to this provision must be approved by Covered Entity in advance and in writing.

H. Enter into Business Associate Agreements with contractors and Subcontractors as appropriate under the HIPAA Rules and this Agreement. Business Associate:

(1) Must ensure that the terms of any Agreement between Business Associate and a contractor or Subcontractor are at least as restrictive as Business Associate Agreement between Business Associate and Covered Entity.

(2) Must ensure that contractors and Subcontractors agree to the same restrictions and conditions that apply to Business Associate and obtain satisfactory written assurances from them that they agree to those restrictions and conditions.

(3) May not amend any terms of such Agreement without Covered Entity's prior written approval.

I. Within five (5) business days of a written request from Covered Entity:

(1) Make available information for Covered Entity to respond to an Individual's request for access to PHI about him/her.

(2) Make available information for Covered Entity to respond to an Individual's request for amendment of PHI about him/her and, as determined by and under the direction of Covered Entity, incorporate any amendment to the PHI.

(3) Make available PHI for Covered Entity to respond to an Individual's request for an accounting of Disclosures of PHI about him/her.

J. Business Associate may not take any action concerning an individual's request for access, amendment, or accounting other than as instructed by Covered Entity.

K. To the extent Business Associate is required to carry out Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the provisions that apply to Covered Entity in the performance of such obligations.

L. Provide to the Secretary of Health and Human Services and to Covered Entity records related to Use or Disclosure of PHI, including its policies, procedures, and practices, for the purpose of determining Covered Entity's, Business Associate's, or a Subcontractor's compliance with the HIPAA Rules.

M. Upon completion or termination of the applicable contract(s) or agreement(s), return or destroy, as determined by and under the direction of Covered Entity, all PHI and other VA data created or received by Business Associate during the performance of the contract(s) or agreement(s). No such information will be retained by Business Associate unless retention is required by law or specifically permitted by Covered Entity. If return or destruction is not feasible, Business Associate shall continue to protect the PHI in accordance with the Agreement and use or disclose the information only for the purpose of making the return or destruction feasible, or as required by law or specifically permitted by Covered Entity. Business Associate shall provide written assurance that either all PHI has been returned or destroyed, or any information retained will be safeguarded and used and disclosed only as permitted under this paragraph.

N. Be liable to Covered Entity for civil or criminal penalties imposed on Covered Entity, in accordance with 45 C.F.R. §§ 164.402 and 164.410, and with the HITECH Act, 42 U.S.C. §§ 17931(b), 17934(c), for any violation of the HIPAA Rules or this Agreement by Business Associate.

4. Obligations of Covered Entity. Covered Entity agrees that it:

A. Will not request Business Associate to make any Use or Disclosure of PHI in a manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if made by Covered Entity, except as permitted under Section 2 of this Agreement.

B. Will promptly notify Business Associate in writing of any restrictions on Covered Entity's authority to use or disclose PHI that may limit Business Associate's Use or Disclosure of PHI or otherwise affect its ability to fulfill its obligations under this Agreement.

C. Has obtained or will obtain from Individuals any authorization necessary for Business Associate to fulfill its obligations under this Agreement.

D. Will promptly notify Business Associate in writing of any change in Covered Entity's Notice of Privacy Practices, or any modification or revocation of an Individual's authorization to use or disclose PHI, if such change or revocation may limit Business Associate's Use and Disclosure of PHI or otherwise affect its ability to perform its obligations under this Agreement.

5. Amendment. Business Associate and Covered Entity will take such action as is necessary to amend this Agreement for Covered Entity to comply with the requirements of the HIPAA Rules or other applicable law.

6. Termination.

A. Automatic Termination. This Agreement will automatically terminate upon completion of Business Associate's duties under all underlying Agreements or by termination of such underlying Agreements.

B. Termination Upon Review. This Agreement may be terminated by Covered Entity, at its discretion, upon review as provided by Section 9 of this Agreement.

C. Termination for Cause. In the event of a material breach by Business Associate, Covered Entity:

(1) Will provide an opportunity for Business Associate to cure the breach or end the violation within the time specified by Covered Entity;

(2) May terminate this Agreement and underlying contract(s) if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity.

D. Effect of Termination. Termination of this Agreement will result in cessation of activities by Business Associate involving PHI under this Agreement.

E. Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement as long as Business Associate creates, receives, maintains, or transmits PHI, regardless of whether a compliant Business Associate Agreement is in place.

7. No Third Party Beneficiaries. Nothing expressed or implied in this Agreement confers any rights, remedies, obligations, or liabilities whatsoever upon any person or entity other than Covered Entity and Business Associate, including their respective successors or assigns.

8. Other Applicable Law. This Agreement does not abrogate any responsibilities of the parties under any other applicable law.

9. Review Date. The provisions of this Agreement will be reviewed by Covered Entity every two years from Effective Date to determine the applicability and accuracy of the Agreement based on the circumstances that exist at the time of review.

10. Effective Date. This Agreement shall be effective on the last signature date below.

**Department of Veterans Affairs**

**Veterans Health Administration**

**By:**

\_\_\_\_\_  
**Name:**

\_\_\_\_\_  
**Title:**

\_\_\_\_\_  
**Date:**

**By:**

\_\_\_\_\_  
**Name:**

\_\_\_\_\_  
**Title:**

\_\_\_\_\_  
**Date:**

## **D.2 Wage Determination Standards**

### **SCA WAGE DETERMINATION STANDARDS**

See attached document: WD2005-2423 Rv-16 Ross Co 12\_22\_2014.

See attached document: WD 2005-2419 Rev-19 Montgomery Co 12\_30\_2014.

See attached document: WD 2005-2417 Rev-18 Franklin Co.

## PAST PERFORMANCE QUESTIONNAIRE (PPQ) – OFFEROR

The Department of Veterans Affairs (VA) is considering the Offeror listed below for award of a contract for Linen Supply Services for the Dayton VA Medical Center, Chillicothe VA Medical Center and the Columbus VA Ambulatory Care Center.

Your comments would be appreciated regarding this firm's past performance. The intent of this form is to evaluate the company's ability to perform the work as described in the solicitation.

Please complete the enclosed questionnaire as thoroughly as possible. Space is provided for comments. Understand that while the responses to this questionnaire may be released to the offeror, FAR 15.306 (e) (4) prohibits the release of the names of the persons providing the responses. **Complete confidentiality will be maintained.**

Please email your completed questionnaire to [adam.weber@va.gov](mailto:adam.weber@va.gov) or fax to 937-262-5974, Attention: Adam Weber.

If you have questions regarding the attached questionnaire, or require assistance, please call Adam Weber at 937-268-6511 ext. 4542, or at [adam.weber@va.gov](mailto:adam.weber@va.gov)

Your assistance is greatly appreciated.

### Past Performance Information:

Name and Address of Company (Offeror) being evaluated:

Solicitation Number, Title, & Location of project the Offeror performed:

**Evaluator:** (The following information will assist in the analysis of the data. Information will be kept confidential)

Name of Evaluator:

Address:

Phone Number:

Position held or function in relation to project:

**Rating:** Please evaluate the past performance using only the following ratings without variation. **DO NOT RATE ON A "+" OR "-" SCALE.** If a "+" or "-" is used, the rating without the "+" or "-" will be applied. If the rating is **Marginal** or **Unacceptable**, please provide additional information in the appropriate block or in the remarks section of this form.

<b>"O"</b>	<b>Outstanding</b>	<b>Performance greatly exceeded the contract requirements.</b>
<b>"A"</b>	<b>Above Average</b>	<b>Performance exceeded the contract requirements.</b>
<b>"S"</b>	<b>Satisfactory</b>	<b>Performance met the contract requirements.</b>
<b>"M"</b>	<b>Marginal</b>	<b>Performance met the minimum contract requirements but some material aspects of the contractor's performance were less than satisfactory.</b>
<b>"U"</b>	<b>Unacceptable</b>	<b>Performance was poor and/or did not satisfy contract requirements.</b>

<b>Please rate and provide any supporting information/comments for the following:</b>	
<b>1. The overall performance and quality of service.</b>	<b>O   A   S   M   U</b>
<b>2. The Offeror's billing/invoicing process.</b>	<b>O   A   S   M   U</b>
<b>3. The Offeror's timeliness and response to service request.</b>	<b>O   A   S   M   U</b>
<b>4. The Offeror's ability to successfully manage and perform the project.</b>	<b>O   A   S   M   U</b>
<b>5. The Offeror's customer service.</b>	<b>O   A   S   M   U</b>
<b>6. The Offeror's compliance with terms of the contract/agreement.</b>	<b>O   A   S   M   U</b>
<b>7. Have any cure notices, show cause letters, letter of reprimand, suspension of payment, or termination been issued? If yes, please explain:</b>	<b>Yes   No</b>
<b>8. Would you award another contract to the party being evaluated? If no, please explain.</b>	<b>Yes   No</b>

<b>9. Has the firm being evaluated been provided an opportunity to discuss or respond to any negative comments or performance ratings? If so, what were the results?</b>	<b>Yes    No</b>
<b>10. Additional Comments</b>	
<b>11. Overall rating for this firm:</b>	<b>O    A    S    M    U</b>
<b>Signature of Evaluator</b>  <b>Date</b>	

## SECTION E - SOLICITATION PROVISIONS

### E.1 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)

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

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

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

(b) The Offeror represents that—

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

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

(End of Provision)

### E.2 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)

### **E.3 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (APR 2014)**

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

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

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

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

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

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GSA Federal Supply Service Specifications Section  
Suite 8100 470 East L'Enfant Plaza, SW  
Washington, DC 20407  
Telephone (202) 619-8925  
Facsimile (202) 619-8978.

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

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

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

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

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

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

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

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

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

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

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

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

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

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(m) Proposal Submission—Please reference section 52.212-2(E) for Instructions.

(End of Provision)

## **E.4 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)**

### **(A) BASIS FOR AWARD**

The award resulting from this solicitation will be made based on the best overall proposal that is determined to be the most beneficial to the Government (i.e., best value). The following non-price factors, listed in descending order of importance, will be used to evaluate offers: Technical Approach, Past Performance, and Socioeconomic Considerations. The non-price factors when combined are significantly more important than the Price Factor. It should be noted that award can be made to other than the lowest priced offeror, if the Government determines that a price premium is warranted due to merits of one (1) or more of the non-price factors. Price alone will not be the primary determining factor, and the eventual award will not be based on low price alone. The Source Selection Authority (SSA) will determine the relative value of identified strengths and weaknesses in each proposal. The SSA will then perform a comparative analysis of the values of strengths and weaknesses versus price differences to determine the proposal(s) representing the best value to the Government. For this effort, the SSA will be the Contracting Officer (CO).

**(B) FACTORS TO BE EVALUATED**

Non-price factors (in descending order of importance):

- 1) Technical Approach
- 2) Past Performance
- 3) Socioeconomic Consideration

Price factor

- 1) Price

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

**(D) Acquisition Approach**

This will be a Fixed Price, Single-Award IDIQ Contract for Commercial off- the-Shelf services for twelve (12) months with three (3) twelve (12) month options. This will be competed via FedBizOpps (FBO) conducted in accordance with FAR 15.203, 15.304 and 16.504

This requirement is a total small business set-aside.

**(E) Proposal Submission**

**1. INTRODUCTION**

The Offeror's proposal shall be submitted to the Contracting Officer and or the Contracting Specialist via email or otherwise prescribed by the Federal Acquisition Regulation (FAR). The Offeror's proposal shall consist of the following four (4) volumes:

- 1) Volume I: Technical Approach
- 2) Volume II: Past Performance
- 3) Volume III: Socioeconomic Considerations
- 4) Volume IV: Price

The use of hyperlinks in proposals is prohibited.

**2. PROPOSAL FILES**

Format: The submission shall be clearly indexed and logically assembled. Each volume shall be clearly identified and shall begin at the top of a page. All pages of each volume shall be appropriately numbered and identified by the complete company name, date, and solicitation number in the header and/or footer. Proposal page limitations are applicable to this procurement. The table below indicates the applicable maximum page count for each volume of the Offeror's proposal. All files shall be submitted as either Microsoft (MS) Excel (.xls) file, Acrobat Portable Document Format (.pdf) file, MS Word (.doc), or as compatible as indicated in the table. Page size shall be no greater than 8 1/2" x 11". The top, bottom, left, and right margins shall be a minimum of one (1) inch each. Font size shall be no smaller than 12-point. Arial or Times New Roman fonts are required. Characters shall be set at no less than normal spacing and 100% scale. Tables and illustrations may use a reduced font size no smaller than eight-point and may be landscape. Line spacing shall be set at no less than single space. Each paragraph shall be

separated by at least one blank line. Page numbers, company logos, and headers and footers shall be within the page margins only and are not bound by the 12-point font requirement. Footnotes to text shall not be added. If the Offeror submits annexes, documentation, attachments or the like, not specifically required by this solicitation, such will count against the Offeror's page limitations unless otherwise indicated in the specific volume instructions below. Pages in violation of these instructions, either by exceeding the margin, font, or spacing restrictions or by exceeding the total page limit for a particular volume, will not be evaluated. Pages not evaluated due to violation of the margin, font, or spacing restrictions will not count against the page limitations. The page count will be determined by counting the pages in the order they appear in the print layout view.

**File Packaging:** All of the proposal files MAY be compressed (zipped) into one (1) file entitled "proposal.zip" using WinZip version 6.2 or later, or the proposal files may be submitted individually. Files shall not exceed 5 megabytes when compressed. The Government is not responsible for issues relating to any software compatibility, corrupted files, files that will not open, missing files or the alike.

**Content Requirements:** All information shall be confined to the appropriate file. The Offeror shall confine submissions to essential matters, sufficient to define the proposal, and provide an adequate basis for evaluation. Offerors are responsible for including sufficient details, in a concise manner, to permit a complete and accurate evaluation of each proposal. The titles and page limit requirements for each file are shown in the table below:

Volume	Factor	File Name	Page Limitations
Volume I	Technical	Tech.doc/pdf	15 printed pages
Volume II	Past Performance	Past Perf.doc/pdf	5 page narrative, (references will provide the questionnaire to the Government)
Volume III	Socioeconomic Considerations	Soc.doc/pdf	None
Volume IV	Price	Price.xls/pdf/doc	Spreadsheets + 1 page

The cover page, table of contents, and/or a glossary of abbreviations or acronyms will not be included in the page count of the Technical Volume.

#### Volume I - TECHNICAL APPROACH

Offerors shall at a minimum address the following:

- i. Understanding of the Problem:
  - a) Did the offeror demonstrate a clear understanding of all features involved in solving the problems and meeting the requirements presented in the solicitation?
  - b) Did the offeror identify uncertainties and propose resolutions relevant to the requirements presented in the solicitation? For example, did the Contractor provide plans for Phase-In Materials and Contingency Operations within their proposal?

- c) Did the offeror provide supporting rationale on how the requirements of the solicitation will be met, as opposed to merely restating the requirement or stating that the requirement will be met?
  
- ii. Level of Effort:
  - a) Did the offeror's methods and approach to meeting the solicitation requirements provide the Government with a high level of confidence of successful completion within the required schedule?
  - b) What is the realism of the allocated hours, labor categories, and materials proposed?
  
- iii. Completeness:
  - a) Did the offeror's methods and approach have adequately and completely considered, defined, and satisfied the requirements specified in the contract and/or solicitation?
  - b) What was the degree of risk associated with the offeror's proposed approach and what is the likelihood of success of the proposed approach?
  - c) Issues and concerns to address within the Technical Approach of the proposal;
    - 1. Start-up and phase-in schedule.
    - 2. Availability of labor force (manning chart), plan for recruiting, type and extent of training. Organization of the textile care facility and its relationship to its workloads, including that of other Government facilities.
    - 3. Plans and management procedures for logistical administrative support of all functions; that is receipt, processing, packaging and delivery of clean linens.
    - 4. Provide detailed procedures to be used to ensure contract requirements are met including Quality Control Program, processing, and packing requirements as stated in the Performance Work Statement. Offeror must certify that their facility maintains a physical separation, through the presence of a barrier wall and the use of pass-through equipment of soiled and clean linen. Offeror must also certify that all equipment used is disinfected with an EPA approved germicide.
    - 5. Provide detailed contingency plan in the event of equipment failure or transportation problems, which will be utilized to assure contractor compliance with delivery schedules stated in the Performance of Work Statement. Offeror's Contingency Plan to include backup production facilities and/or plans for use in the event of failure of Offeror's equipment and/or main production facility.

#### Volume II - Past Performance Factor

- i. Past Performance will be evaluated based on the vendor's demonstration of successful, recent (within the last five years), and relevant experience, (i.e., experience in the private sector and/or Federal government, in providing services similar in size, scope, and complexity as described in the Statement of Work (SOW)).
- ii. The past performance submission shall be comprised of a narrative describing past performance to include a brief description of services provided and reference point of contact information, the past performance questionnaires completed by references and submitted directly to VA.

#### Narrative:

- i. Past performance information may be for the offeror, predecessor companies, teaming partner/subcontractor that will perform major or critical aspects of the requirement, or



- personnel (managers, staff, and key personnel as identified in the solicitation) who have relevant experience IAW FAR 15.305(a)(2)(iii).
- ii. Past Performance may also be for past or current contracts IAW FAR 15.305(a)(2)(ii). The following information must be included in the narrative for each reference that will provide a past performance questionnaire:
- (a) Name and address, including zip code, of the Contracting Agency or Commercial Client
  - (b) Contract Number
  - (c) Brief description of contract/subcontract, the work performed, and relevance to this requirement
  - (d) Total contract value
  - (e) Period of Performance
  - (f) Contracting Officer's telephone number and email address
  - (g) Program manager, project officer, or Contracting Officer's Representative (COR)'s telephone number and email address
- iii. If the past performance provided is for key personnel, all of the above bulleted information may not apply. Therefore, past performance references for key personnel must include the following:
- (a) Name and address, including zip code, of referenced employer
  - (b) Brief description of the work performed, including experience, qualifications, and education of key personnel, and relevance to this requirement
  - (c) Period of Performance
  - (d) Immediate Supervisor's telephone number and email address
  - (e) Names of Key Personnel, employment status with the Offeror

Completed Past Performance Questionnaires:

Offerors may submit a maximum of five total Past Performance Questionnaires. The offeror shall distribute the Past Performance Questionnaire found in the solicitation to a point of contact for each of the past performance references found in the above mentioned narrative. Only one completed Past Performance Questionnaire per reference and a maximum number of three completed Past Performance Questionnaires will be accepted by the Government. The vendor shall instruct the point of contact at the referenced entity to return a copy of the completed questionnaire directly to the Contracting Officer at Douglas.James2@va.gov or Contract Specialist at adam.weber@va.gov NO LATER THAN THE CLOSING DATE OF THE SOLICITATION (inclusive of any closing date extensions granted via amendment).

If the Offeror has no relevant past performance, it shall affirmatively state that it possesses no relevant past performance.

Volume III – SOCIOECONOMIC CONSIDERATIONS

The order of preference will be:

- a) Service-Disabled Veteran-Owned Small Business (SDVOSB)
- b) Veteran-Owned Small Business (VOSB)

c) Non-Veteran Owned Offerors who are subcontracting with SDVOSB(s) or VOSB(s)

- 1) Substantiating documents such as teaming agreements, Mentor Protégé agreements, and the like must be submitted with the offer. To receive credit as an SDVOSB or VOSB, an Offeror must be registered and verified in the VetBiz.gov Vendor Information Pages (VIP) database at [www.vetbiz.gov](http://www.vetbiz.gov) at the time of award, in accordance with Veterans Affairs Acquisition Regulation (VAAR) 852.215-70, and registered in System for Award Management (SAM) as required by 48 CFR Subpart 4.11, to be eligible to participate in VA VOSB prime contracting and subcontracting opportunities programs to receive new contract awards prior to December 31, 2014.
- 2) Non-Veteran Owned Offerors must state in their proposals the names of the SDVOSBs and VOSBs with whom they intend to subcontract and provide a brief description of the proposed subcontracts and the approximate dollar values of the proposed subcontracts. In addition, the proposed subcontractors must be registered and verified in the VetBiz.gov VIP database at [www.vetbiz.gov](http://www.vetbiz.gov) in accordance with VAAR 852.215-70 and registered in CCR as required by 48 CFR Subpart 4.11, to be eligible to participate in VA VOSB prime contracting and subcontracting opportunities programs to receive new contract awards prior to December 31, 2011.
- 3) To the maximum extent feasible, the Offeror and any subcontractors shall comply with VA's VOSB, SDVOSB, socioeconomic, and other small business goals, including, but not limited to, 38 U.S.C. §8127.
- 4) The Offeror shall agree, if awarded a contract, to use the SDVOSB or VOSBs proposed as subcontractors or to substitute one or more SDVOSBs or VOSBs for subcontract work of the same or similar value.
- 5) The VA will assign evaluation credit for an Offeror (prime Contractor) that is a SDVOSB or VOSB. Non-Veteran owned firms that subcontract 7% or more of the contract value to a SDVOSB or 10% or more of the contract value to VOSB will also receive evaluation credit. The factor will be evaluated by the SSA/CO.

#### Volume IV – PRICE

Price will not be evaluated adjectivally or assigned a score. The Government shall evaluate price to determine whether or not it is considered fair and reasonable based on competition and price analysis techniques as prescribed in FAR 15.404-1(b).

All proposals shall be subject to evaluation by a team of at least three Government personnel. Contents of the written proposals will be evaluated to determine the degree and extent to which the requirements set forth in the Request for Proposal (RFP) and SOW are satisfied.

#### (F) EVALUATION APPROACH

Contents of the written proposals will be evaluated to determine the degree and extent to which the requirements set forth in the Request for Proposal (RFP) and SOW are satisfied.

#### TECHNICAL EVALUATION APPROACH

The Government will evaluate the Offeror's proposals based on their:

- 1) Understanding of the Problem - The proposal will be evaluated to determine the extent to which it demonstrates a clear understanding of all features involved in solving the problems and meeting

the requirements presented in the contract, and the extent to which uncertainties are identified and resolutions proposed. The proposal will be evaluated strictly in accordance with its written content. A proposal which merely restates the requirement or states that the requirement will be met, without providing supporting rationale, is not sufficient. The following are characteristics of the laundry and linen proposal requirement:

- The contractor must be able to provide for daily pick-up and daily delivery at the Dayton VAMC, Chillicothe VAMC, and Columbus Ambulatory Center.
  - Services shall include pick-up and delivery of items by contractor personnel. These services are in support of a patient care programs.
  - All Services are required **Monday through Saturday** and is required to provide 24-hour support operations essential to patient care and contractor services turn-around shall be performed accordingly to support Dayton VAMC, Chillicothe VAMC, and Columbus Ambulatory Center operations.
  - Contractor shall furnish all labor, equipment, supervision, management, supplies, exchange delivery carts to the facilities, including transportation of linen to contractor owned/contractor operated bulk laundry facility to accomplish the required linen cleaning service and tasks noted herein for the Dayton VAMC, Chillicothe VAMC, and Columbus Ambulatory Center.
  - Initial linen supply and uniforms (optional by facility) will be provided by the Contractor, in accordance with the attached linen inventory lots. Replacement linen (except uniforms and patient clothing) shall be provided by the Contractor.
  - Contractor is required to sort and perform all folding/finishing tasks.
  - All work is to be performed in accordance with standard industry practices and quality control measures.
- 2) Feasibility of Approach - The proposal will be evaluated to determine whether the Offeror's methods and approach to meeting the contract requirements provide the Government with a high level of confidence of successful completion within the required schedule. The evaluation will also consider the realism of the allocated hours, labor categories, and materials being proposed.
- 3) Completeness - The proposal will be evaluated to determine whether the Offeror's methods and approach have adequately and completely considered, defined, and satisfied the requirements specified in the contract and/or solicitation. The proposal will be evaluated to determine the extent to which each requirement has been addressed. Risk relative to the proposed Technical Approach is evaluated as part of the Technical Evaluation to ascertain the degree of risk associated with the Offeror's proposed approach and the likelihood of success of the proposed approach.

#### PAST PERFORMANCE EVALUATION APPROACH

The Past Performance Approach will be evaluated based on the narrative, Past Performance Questionnaires (PPQs), and other Government sources for quality, timeliness, and relevance (i.e., experience in providing services similar in size, scope, and complexity as described in the SOW. The Government will make determination of relevance. If no past performance information is readily available (FAR 15.306(a) (2) (iv)), the Offeror's past performance will not be evaluated favorably or unfavorably.

#### SOCIOECONOMIC CONDITIONS APPROACH

In accordance with VAAR 852.215-70, SDVOSB, and VOSB Evaluation Factors, the Government will assign evaluation credit for an Offeror (prime contractor) which is a SDVOSB or some consideration for a

VOSB. Non-Veteran Offerors proposing to use SDVOSBs or VOSBs as subcontractors will receive some consideration under this evaluation Factor.

#### PRICE EVALUATION APPROACH

The Government will evaluate offers by adding the total of all line item prices, including all years. Price will not be evaluated adjectivally or assigned a score. The Government will evaluate price to determine whether or not it is considered fair and reasonable. The Government will evaluate price reasonableness using price analysis techniques as prescribed in FAR 15.404-1(b). Proposed pricing will also be evaluated in accordance with FAR 15.404-1(g) to ensure balance.

NOTE: Non-price factors when combined are significantly more important than price.

(End of Provision)

### **E.5 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (DEC 2014)**

The offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (p) 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 Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 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.

“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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

*[List as necessary]*

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

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

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

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

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

Line Item No.	Country of Origin
_____	_____
_____	_____

\_\_\_\_\_  
 [List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.
_____
_____
_____

[List as necessary]

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

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

Canadian or Israeli End Products:

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

*[List as necessary]*

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

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

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

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

*[List as necessary]*

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

(4) [ ] Have, [ ] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

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

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

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

(ii) *Examples.*

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

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with

the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

(1) *Listed end products.*

Listed End Product    Listed Countries of Origin

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

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

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

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

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

(2) ☐ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

(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. By submission of its offer, the offeror represents that—

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

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

(1) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](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 DUNS Number in the solicitation.)

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

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

Immediate owner CAGE code:

---

Immediate owner legal name:

---

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

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

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

Highest-level owner CAGE code:

---

Highest-level owner legal name:

---

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

(End of Provision)

#### **E.6 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Firm-Fixed-Price, Single-Award, Indefinite Delivery Indefinite Quantity, (IDIQ) contract resulting from this solicitation.

(End of Provision)

#### **E.7 52.233-2 SERVICE OF PROTEST (SEP 2006)**

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

Adam Weber

Hand-Carried Address:

Adam Weber for the Contracting Officer

Department of Veterans Affairs  
Network Contracting Office 10  
3140 Governor's Place Blvd Suite 210  
Kettering OH 45409-1337  
Mailing Address:

Adam Weber for the Contracting Officer

Department of Veterans Affairs  
Network Contracting Office 10  
3140 Governor's Place Blvd Suite 210

Kettering OH 45409-1337

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

(End of Provision)

#### **E.8 VAAR 852.211-72 TECHNICAL INDUSTRY STANDARDS (JAN 2008)**

The supplies or equipment required by this invitation for bid or request for proposal must conform to the standards of the National Association of Institutional Linen Management NAILM and International Fabricare Institute (IFI) as to accepted industry Linen and Rental Textile Services. The successful bidder or offeror will be required to submit proof that the item(s) he/she furnishes conforms to this requirement. This proof may be in the form of a label or seal affixed to the equipment or supplies, warranting that they have been tested in accordance with and conform to the specified standards. Proof may also be furnished in the form of a certificate from one of the above listed organizations certifying that the item(s) furnished have been tested in accordance with and conform to the specified standards.

(End of Provision)

#### **E.9 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEC 2009)**

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

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

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

(End of Provision)

#### **E.10 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)**

The contracting officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the contractor.

(End of Provision)

## **E.11 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)**

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

- (1) Include the name, address, fax number, and telephone number of the protester;
- (2) Identify the solicitation and/or contract number;
- (3) Include an original signed by the protester or the protester's representative and at least one copy;
- (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;
- (5) Specifically request a ruling of the individual upon whom the protest is served;
- (6) State the form of relief requested; and
- (7) Provide all information establishing the timeliness of the protest.

(b) Failure to comply with the above may result in dismissal of the protest without further consideration.

(c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

## **E.12 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)**

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

(End of Provision)

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

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

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

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

<b><u>FAR</u></b> <b><u>Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (End of Addendum to 52.212-1)	DEC 2012

(End of Provision)