PAGE 1 OF

1. REQUISITION NO.

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NO.

5. SOLICITATION NUMBER

6. SOLICITATION ISSUE DATE

a. NAME

b. TELEPHONE NO. (No Collect Calls)

8. OFFER DUE DATE/LOCAL

TIME

9. ISSUED BY

CODE

10. THIS ACQUISITION IS

UNRESTRICTED OR

SET ASIDE: % FOR:

SMALL BUSINESS

HUBZONE SMALL

BUSINESS

SERVICE-DISABLED VETERAN-

OWNED SMALL BUSINESS

EMERGING SMALL

BUSINESS

8(A)

NAICS:

SIZE STANDARD:

11. DELIVERY FOR FOB DESTINA-

TION UNLESS BLOCK IS

MARKED

SEE SCHEDULE

12. DISCOUNT TERMS

 13a. THIS CONTRACT IS A

RATED ORDER UNDER

DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION

RFQ

IFB

RFP

15. DELIVER TO

CODE

16. ADMINISTERED BY

CODE

17a. CONTRACTOR/OFFEROR

CODE

FACILITY CODE

18a. PAYMENT WILL BE MADE BY

CODE

TELEPHONE NO.

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED

SEE ADDENDUM

19.

20.

21.

22.

23.

24.

ITEM NO.

SCHEDULE OF SUPPLIES/SERVICES

QUANTITY

UNIT

UNIT PRICE

AMOUNT

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

 x 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA

ARE

ARE NOT ATTACHED.

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA

ARE

ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

29. AWARD OF CONTRACT: REF. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ OFFER

COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND

DATED \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. YOUR OFFER ON SOLICITATION

DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY

(BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE

ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)

31c. DATE SIGNED

AUTHORIZED FOR LOCAL REPRODUCTION

(REV. 3/2005)

PREVIOUS EDITION IS NOT USABLE

Prescribed by GSA - FAR (48 CFR) 53.212

7. FOR SOLICITATION

INFORMATION CALL:

STANDARD FORM 1449

**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30** 135135

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**

 VA-797-11-RP-0259

10-19-2011

Freddie Beaulieux

708-786-5240

11-16-2011

2:00 PM

Department of Veterans Affairs

OA&L / National Acquisition Center X

Building 37 NCS (001AL-A2-3a)

1st Avenue, One Block North of Cermak

Hines IL 60141

 X 100

333312

 N/A

X

VA Medical Center

Chief, Acquisition Materiel Management

Richmond VAMC, 1201 Broad Rock Blvd.

c/o Laundry Facility

Richmond, VA 23249

Department of Veterans Affairs

OA&L / National Acquisition Center

Building 37

1st Avenue, One Block North of Cermak

Hines IL 60141

Department of Veterans Affairs

OA&L / National Acquisition Center

Building 37

1st Avenue, One Block North of Cermak

Hines IL 60141

See CONTINUATION Page

See Section B – Continuation of SF 1449 Blocks

See CONTINUATION Page

X

x

 2

Freddie Beaulieux

#

19.

20.

21.

22.

23.

24.

ITEM NO.

SCHEDULE OF SUPPLIES/SERVICES

QUANTITY

UNIT

UNIT PRICE

AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED

INSPECTED

ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT

36. PAYMENT

37. CHECK NUMBER

FOR

PARTIAL

FINAL

COMPLETE

PARTIAL

FINAL

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (Print)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 3/2005) BACK

 See Section B – Continuation of SF 1449 Blocks

 Table of Contents

SECTION A

A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS 1

SECTION B - CONTINUATION OF SF 1449 BLOCKS 5

B.1 STATEMENT OF WORK………………………………………………………….……………………….…..7

SECTION C - CONTRACT CLAUSES………………………………………………….........................................................77

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) 77

C.2 VAAR 852.211-70 SERVICE DATA MANUALS (NOV 1984) 83

C.3 852.211-72 TECHNICAL INDUSTRY STANDARDS (JAN 2008) 85

C.4 VAAR 852.246-70 GUARANTEE (JAN 2008) 35

C.5 VAAR 852.246-71 INSPECTION (JAN 2008)

C.6 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008) 86

C.7 AS214 PRODUCT MODIFICATION, REMOVAL OR RECALL (JAN 2008) 87

C.8 AS1360 AVAILABILITY OF PARTS AND SERVICE (MAY 1995) 87

C.9 AS1361 GUARANTEED OPERATIONAL UPTIME (MAY 1995) 88

C.10 AS1372 SERVICE BULLETINS (MAY 1995) 88

C.11 AS3000 APPLICATION SOFTWARE AND OPERATING SYSTEM REQUIREMENTS (JUL 2008) 88

C.12 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) 88

C.13 52.227-14 RIGHTS IN DATA--GENERAL (DEC 2007) 89

C.14 52.227-19 COMMERCIAL COMPUTER SOFTWARE LICENSE (DEC 2007) 95

C.15 52.242-15 STOP-WORK ORDER (AUG 1989) 96

C.16 52.247-35 F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES (APR 1984) 97

C.17 FAR 32.202-2 COMMERCIAL INTERIM PAYMENT 98

C.18 VAAR 852.273-76 ELECTRONIC INVOICE SUBMISSION (Interim - October 2008) 98

C.19 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEC 2009) 98

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS………..105

SECTION E - SOLICITATION PROVISIONS……………………………………………..……111

E.1 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JUN 2008)……111

E.2 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)...118

E.3 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)…………….118

E.4 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)……………………………………………………………………………………….118

E.5 52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999) 119

E.6 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999) 119

E.7 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-- COMMERCIAL ITEMS (JULY 2009) 121

#  SECTION B - CONTINUATION OF SF 1449 BLOCKS

**SCHEDULE OF SUPPLIES/SERVICES and PRICES/COSTS**

Offeror’s are requested to provide an offer on items 1 through 6. The government reserves the right to make multiple awards after an individual evaluation of offers and choose any acceptable base offer.

All line items must be delivered within 120 days after receipt of order. Trade-ins removed prior to delivery of new equipment. Removal of trade-in equipment shall be the contractor’s responsibility. Installation must be completed as soon as possible after acceptance of drawings.

**Item # 1**

**Laundry Ancillary Support Water Storage/Pumping System Equipment, Water Softening and related systems:** Furnish and install new, one (1) system. Shall be in accordance with performance specifications on the following pages.

1 system – Water storage/Pumping system, Water softening and related systems

2 each – 40 HP Air Compressors

2 each – Refrigerated Air Dryers

 1 Water Storage Pumping System Cost **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 2 Air Compressors with Air Dryers Cost **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Less Trade-in allowance** **"AS IS - WHERE IS"** **condition $\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1 System – Laundry Ancillary Support Water Storage/Pumping System Equipment, Water Softening and related systems

2 each – Ingersoll-Rand Air Compressors and Air Dryers – U25H-SP

 **Final Cost of Item 1 $\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

**Item # 2**

**Cart Dumper/Soil Storage/Sorting Conveyor System:** Furnish and install 1 (system) in accordance with performance specifications on the following pages.

 1 System Cost **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Less Trade-in allowance** **"AS IS - WHERE IS"** **condition $\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1 each –Hytrol Soil Sorting Conveyor – Model Number – TL

 **Final Cost of Item 2 $\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

**Item # 3**

**Soil Overhead Monorail Conveyor/Storage System:** Furnish and install 1 (system) in accordance with performance specifications on the following pages.

 1 System Cost **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**No Trade-In Equipment**

 **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Final Cost of Item 3 $\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

**Item # 4**

**Automated Wash Systems:** Furnish and install 1 (system) in accordance with performance specifications on the following pages.

1 System – Minimum 12 Chamber/Module Continuous Wash Extract System (CWES)

1 each – Tunnel Press **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1 each – 300/400 LB Washer Extractor **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1 each – 200/300 LB Washer Extractor **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

3 each – 85/100 LB Washer Extractor **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 Wash System Cost **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Less Trade-in allowance** **"AS IS - WHERE IS"** **condition $\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1 each –12 ChamberLavatec Tunnel Washer – Model Number – TUNNELWASH

1 each – Lavatec Tunnel Press – Model Number – LP571

2 each – Braun 600 LB Washer Extractor – Model Number – 600NMTDP

1 each – Continental 100 LB Washer Extractor – Model Number – H2090PM

 **Final Wash System Cost of Item 4 $\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

**Item # 5**

**Gas Heated Drying and Conditioning Tumblers:**  Furnish and install gas heated drying and conditioning tumblers for the Continuous wash extract system and non-production washer extractors in accordance with performance specifications on the following pages.

4 each (Minimum) – Gas Heated drying and conditioning tumblers for the Continuous wash extract system.

1 each – 400/500 LB Gas Heated drying and conditioning tumbler for the 200 LB and 400 LB non-production washer extractor.

 Continuous Wash Extract Dryer System Cost **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 Non-production Dryer Cost **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Less Trade-in allowance** **"AS IS - WHERE IS"** **condition $\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1 each – Lavatec Gas Heated 220 LB Dryer – Model # – TT745G-U

1 each – Lavatec Gas Heated 220 LB Dryer – Model # – TT745G-U

1 each – Lavatec Gas Heated 220 LB Dryer – Model # – TT745G-U

1 each – Lavatec Gas Heated 220 LB Dryer – Model # – TT745G-U

1 each – Lavatec 400 LB Gas Heated Dryer – Model # – FL656G-U

1 each – Lavatec Dryer Take Away Conveyor – Model # – None

 **Final Cost of Item 5 $\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

**Item # 6**

**Staph Barrier Wall:** The successful offeror/bidder is responsible for design and installation of a staph barrier wall around the entire wash system.

 1 Staph Barrier Wall Cost **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**No Trade-In Equipment**

 **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Final Cost of Item 6 $\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

The system offered will be semi-automated from the soiled sorting operation and automated through washing, drying and dryer discharge to finish areas i.e. flatwork ironers, blanket folding, uniform holding, small piece and rough dry processing.

**STATEMENT OF WORK/SPECIAL REQUIREMENTS/ STANDARDS OF PERFORMANCE**

**PERFORMANCE SPECIFICATIONS**

**SPECIAL REQUIREMENTS:** The Contractor shall provide all labor, materials, tools and equipment, and design-build (DB) services necessary for the removal of existing laundry equipment and for the **complete design** and installation of new laundry equipment.

**SCOPE:** This acquisition covers equipment replacement, layout, furnishing, installation, and insulation of duct work and piping of a complete workable textile care processing system within an existing textile care processing facility located at:

VA Medical Center

1201 Broad Rock Blvd.

Laundry Facility

Richmond, Virginia 23249

Any changes to the building, to accommodate performance of the system will be the responsibility of the successful offeror. The successful offeror will be responsible for the removal of all trade-in equipment from the textile care processing facility within the new floor plan of the facility.

The Contractor shall furnish all supervision, labor, equipment, tools, safety, hoisting and supplies necessary to meet the terms and conditions of this contract in accordance with the Statement of Work (SOW). This SOW includes removal of trade-in equipment, delivery, installation and training of employees on the new laundry equipment at the VA Medical Center, Richmond, Virginia in conformance with the specifications provided. All items provided by the contractor shall be new. Upon completion of installation, Textile Care Quality Assurance Specialists, from Environmental Programs Service, VACO, will inspect the installation, equipment and production testing of the newly installed equipment.

Equipment and materials shall be suitable for installation in available space, arranged for safe and convenient operation and maintenance and, if applicable with referenced specifications to include a summary of routine preventative maintenance for each piece of equipment and include lockout and tag-out requirements for all industrial equipment offered.

The contractor shall supply the lockout tag-out devices for each piece of equipment offered. All lock-out / tag-out locations shall be marked and identified on the machine with instructions on lock-out procedures for the equipment offered. Lock-out / Tag-out procedures include all electrical, air, water, steam, condensate, hydraulic etc. Relief valves shall be installed for lock-out / tag-out procedures.

Number and nomenclature will separately identify all equipment with no less than 3-inch numbers and letters. Each piece of equipment will be separately identified. Example: Dryer Number 1; Dryer Number 2. The equipment offered shall be made compatible to meet production requirements specified in "ordering data".

VA supplied utilities hook up points shall be contractors responsibility located in the mechanical room from building entry point in the mechanical room to the new equipment. Penetrations in floors, walls and ceilings not utilized will be filled with existing floor; wall and ceiling like material. All brace’s, steam, condensate and water pipes, air, electrical, conduit and duct work shall be new.

***In addition to the equipment specifications and requirements of each Item, the following is required as applicable to the items offered:***

1. Install all new piping and ball type valves with appropriate ratings from mechanical room to equipment.
2. The successful offeror will relocate chemical storage area to meet any new design specifications.
3. The successful offeror will install a drain with plug in the new chemical storage area which ties into drain system. The location of the new chemical storage area ***will not*** be located under sling storage areas on the soil side. The successful offeror will install a 6” leak proof curb barrier with ramp in the area for chemicals stored in the new chemical storage area. The 6” leak proof curb barrier with ramp shall be painted safety yellow.
4. The successful offeror will install an eye wash safety sink in chemical storage area.
5. The successful offeror will install a 6” leak proof barrier with ramp in the area for chemicals stored in the mechanical room if the mechanical room equipment requires chemicals.
6. All water storage tanks in the mechanical room will have side man covers.
7. The successful offeror will provide a pit sensor for automatic shut-off to prevent excessive simultaneous washer discharge.
8. The successful offeror will insure negative air pressure between area of construction and occupied spaces with HEPA filters.
9. During installation, the successful offeror will construct a 1-hour rated barrier drywall which is taped and mudded from flooring to ceiling.
10. During installation, the successful offeror will provide security at all times with keypad access to accept VA core for keying system.
11. During the installation period, if required by the offeror, the successful offeror will provide hookups for utility trailers.
12. Staph barrier wall will be glass from floor to approximately 15’ and then 2 hour rated dry wall to the ceiling.
13. Fire suppression system for all dryers shall be connected to the building fire alarm system to alert officials of a fire in the laundry.
14. The successful offeror will provide new lighting over relocated workstations.
15. All relocated duct work will be re-insulated.
16. New water pipes will be installed for all the wash systems both production and non-production machines from the mechanical room.
17. New steam and condensate pipes will be installed for all the new equipment from the main headers in the laundry. All the new piping will be insulated, wrapped in PVC and have directional flow markings installed.
18. A sight glass, mirror or camera must be installed for the loading chute of the continuous batch washer for being able to visually seeing into the loading chute of the washer.
19. Due to overhead operations some sprinkler heads will need to be moved. It is the successful offeror’s responsibility to move these sprinkler heads and design work and shop drawings shall be prepared by a licensed engineer practicing in the field of Fire Protection Engineering or a NICET (National Institute for Certification in Engineering Technologies) Level III sprinkler technician.
20. Relocations of some fire alarm pull stations will be required. All fire alarm pull stations that are required to be moved shall be moved by local authorized fire alarm contractor.
21. All existing trenches or new trenches for the tunnel washer and washer extractors, will they drain into a sump pit. The sump pit will have a diamond plate cover with handles. Any existing and deteriorating trenches will be put back in to like new condition.
22. Any and all existing or new water pits and trenches shall be cleaned by the successful offeror.

A minimum clearance of 36 inches between moving parts and fixed objects and 24 inches between non-moving parts and fixed objects is required.

The equipment shall be furnished complete in all details and shall be of such material, design, construction, finish, performance and durability to conform in all respects to the standards of mechanical and electrical workmanship. Installation shall conform to standards of workmanship and safety codes. Any additional electrical service that may be required shall be the responsibility of the successful bidder.

The successful bidder shall provide any protective methodology or devices necessary to protect the entire system from:

A. Damage due to electrical power problems, including brownouts, emergency power interruptions, electrical surges, sags and electrical storms.

B. Data loss due to electrical power problems.

C. All computer controls/systems shall have a UPS back-up system installed where applicable to protect the system and allow for proper shut down in emergency conditions.

**Note:**

Existing chiller and sprinkler lines in the textile care processing plant that support other non-laundry functions shall not be disturbed.

All equipment shall be made compatible to form a system meeting production requirements specified in "Purchase Descriptions".

**SITE VISIT:** Offeror has the responsibility of visiting the site and examining VA drawings of the installation area. Failure on the part of the offeror to accomplish a site visit and become thoroughly familiar with all conditions that may affect his/her offer or any resultant contract will be at the offeror's risk. While the VA drawings of the installation area are “as-built”, the offeror is responsible to verify dimensions and clearances represented on them. VA does not guarantee that the drawings are 100% accurate.

Offeror has the responsibility of visiting the installation site and surveying existing and planned utility systems to determine if the systems are adequate for operation of the offered textile care processing system. Any additional utilities that are required for the operation of the offered textile care processing equipment will be the successful offeror’s responsibility.

Calendar dates and hours of site visits, equipment delivery, removal of existing equipment and installation shall be coordinated with the Contracting Officer, Acquisition and Materiel Management Service, or person acting in that capacity, at the VA Medical Center, Richmond, Virginia.

In order to install the new equipment, other existing equipment may have to be moved and reinstalled by the successful offeror. It is the responsibility of the successful offeror to make a site visit to determine what equipment, if any, may need to be moved and reinstalled by the successful offeror. Equipment space limitations do exist for the installation of the new equipment and is the offeror’s responsibility to make a site visit and obtain as build drawings from the medical centers Engineering Service.

The VA reserves the right to conduct preliminary inspections after 25%, 50%, 75% and 100% of installation is completed. The contractor will advise the contracting officer within 30 days of each phase of progress.

**SUBMITTALS REQUIRED:** Offeror/Bidder shall submit with his/her technical proposal(s) three complete sets (i.e., one original and two exact copies), bound and indexed, of the following:

A. Equipment Layout Drawings: Submit three 1/4-inch scale drawings of layout of the equipment offered.

Drawings shall be self-explanatory, showing:

1. Building column line identification, north arrow, arrow indicating soil in, and arrow indicating clean out.

2. Overall layout dimensions in relationship to floor space requirements, plus monorail heights.

A minimum clearance of 36 inches between moving parts and fixed objects and 24 inches between non-moving parts and fixed objects is required.

3. Drawings shall have a legend listing all equipment proposed, including quantities, and identify locations of equipment (including blow-down devices).

4. Actual filled sling locations that comply with VA storage and sling requirements specified elsewhere in this enclosure.

5. Mathematical calculations depicting volume requirements for all conveyors and all equipment offered, including a summation that depicts total system compliance.

6. Monorail ceiling heights and clearances are required on all drawings submitted along with actual filled sling locations that comply with storage.

NOTE: Within 45 calendar days after the award date, the successful bidder shall furnish eight (8) sets of job specific drawings (footprint) of required utilities.

B. Descriptive Literature: Descriptive literature means information (e.g., cuts, illustrations, drawings and brochures) that is submitted as part of a technical proposal. Descriptive literature is required to establish, for the purpose of evaluation, details of the product offered that are specified in "Ordering Data", and pertain to significant elements such as design, materials, components, performance characteristics, and methods of manufacture, assembly, construction, or operation.

For the purpose of determining technical acceptability, descriptive literature must be highlighted and identified to show the appropriate model and type and all component items for functions offered and clearly show that the item(s) offered are in compliance with these specifications.

Performance capabilities shall be listed for all offered equipment. Identify in the submitted technical data where these capabilities are described. The statement "COMPLIES" is not acceptable.

C. Written Narratives Outlining the Systems operation: Written narratives outlining the installation and operation of the system.

D. Model Numbers, Etc.: Offeror/bidder must indicate on a separate document, the name of the manufacturer, model and/or catalog number, quantity, and a description of each offered product and/or components.

E. Commercial Operation - On a separate document, bidder shall provide the following information for equipment offered:

1. Appropriate "Purchase Description" and specific model number/type/class offered.

2. Names and addresses of previous establishments where the bidder has installed equipment of the same model, type, and class as that offered has operated successfully for the functions offered for at least twenty four (24) months at date specified from receipt of technical proposals. In addition, submit the name and telephone number of the person to contact at each establishment and the date(s) installation was successfully completed.

3. Commercial Operation Certification: The offeror/bidder hereby certifies that the equipment offered herein is in compliance with "Commercial Operation" provisions as stated above.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Signature) (Title) (Date)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Company Name)

F. Parts and Service: Successful offeror/bidder is fully responsible for the parts and services to be provided.

1. Repair Parts Availability - Manufacturers Certification: On a separate document the bidder/manufacturer of equipment offered shall certify that, in the event of award, repair parts for equipment furnished will be available for a minimum of ten years after the guarantee commencement date as follows:

“The contractor guarantees availability of servicing and replacement parts directly from the contractor and/or through standard commercially available distribution channels at standard commercially available distribution costs (or better), for a period of ten (10) years after date of acceptance.”

Certification document shall include:

a. Appropriate "Purchase Description" and specific model number/type offered.

b. Manufacturer's signature, title and date signed.

c. Manufacturers company name, address, and telephone number.

1. **SUBMITTALS REQUIRED WITHIN 60 CALENDAR DAYS AFTER THE AWARD DATE**: The following submittals shall be complete; each individual submittal shall be identified by the appropriate paragraph number.
	1. **SHOP DRAWINGS**: Before executing any work, the successful offeror shall submit**, three (3**) blue line sets of shop drawings and information that clearly indicates the equipment being furnished is in full compliance with contract requirements. Such information shall include manufacturer's name, trade names, catalogs, model or catalog number, nameplate data (size, capacity, rating, utility requirements, etc.), and corresponding specification reference (Federal or project specification number and paragraph number). No samples or materials shall be submitted in connection with the foregoing except those specifically requested elsewhere in this solicitation.

b. **DRAWING REQUIREMENTS**

(1) For fabricated equipment, submit shop drawings and a detailed description.

(2) Submit, for 100% approval, Mechanical Room and equipment drawing plans (1/4 inch equals one ft. scale. Drawings shall show location of all equipment, accessories, piping, ductwork and elevations, etc. Drawings shall demonstrate location and adequate clearance for operation, maintenance, and replacement of operating devices and equipment.

1. A minimum clearance of 36 inches between moving parts and fixed objects, and 24 inches between non-moving parts, equipment and fixed objects is required.

(4) Submittals, schematics, and shop drawings for manufactured items shall not be manufacturer's typical printed literature.

(5) Submit a floor plan layout showing the location of all pits, dimension from column centerlines to pit centerlines. Pits shall be sized in this plan (i.e., depth and pitch). Specific pit details shall also be shown on detail sheets. Stainless steel grates will be utilized in the pit area.

(6) Submit a floor plan showing the location of all equipment dimensions from column centerlines to equipment corners, equipment numbers, and plan dimensions of all equipment. The drawings(s) shall be used for a template.

(7) Submit a floor plan drawing showing the location and size of utility connections for all equipment. Drawing(s) shall be dimension from column center lines showing locations and elevations of all required utilities to hookup points of equipment being furnished.

(8) An equipment schedule drawing shall be supplied showing the following data:

(i) Equipment number, quantity, weight (in pounds and kilograms) and anchorage details.

(ii) Electrical requirements to include voltage, phase, horsepower, kilowatt use and junction box, or disconnect requirements.

(iii) Plumbing requirements to include connection size and quantity usage for steam, condensate return, cold water, hot water, reuse water, air and drains.

(iv) Fuel requirements to include type, pipe size and demand.

(v) Proposed location of electrical lighting fixtures.

(9) Catalogue cuts of all pieces of equipment.

(10) Construction drawings for electric must show all conduit sizes, electrical sub-panels, wire size and quantity in each conduit, breaker number, lighting changes, outlets, etc.; drawings for plumbing must show piping size, support detail, valve location (including those required by VA), insulation type and thickness.

(11) The successful offeror will submit a total list of training material including CD’s or DVD offered by the contractors or sub contractors of equipment concerning operations and maintenance of equipment offered if available.

**c. Utility System Designs - Certification:** **OFFERORS HAVE THE RESPONSIBILITY OF VERIFICATION OF ALL UTILITY INFORMATION AND THEREFORE ASSUMES TOTAL RESPONSIBILITY FOR INSTALLATION OF APPLICABLE SYSTEMS.**

d. **Auto/Cad Computer Format**: The successful offeror shall submit final approved drawings in duplicate Auto/Cad Computer Format Release (latest Version), on CD Rom disk to:

Chief, Logistics

VA Medical Center

1201 Broad Rock Blvd.

Richmond, Virginia 23249

 The Chief, Logistics is responsible for ensuring proper distribution to the Chief, Engineering Service.

1. **Drawing Submittal Review (Site Visit)**: The successful offeror is responsible for site visits for the purpose of drawing submittal review/presentation with VA engineering personnel at the respective facility. Prior to site visits, coordinate dates and hours with the designated station coordinator or person acting in that capacity.
2. **Erroneous Drawings**: Any changes necessary to complete installation due to incomplete or erroneous drawings and/or instructions furnished to the VA, will be the responsibility of the successful offeror.
3. **Work Schedule and Phasing Plan:** Bidder is required to submit a description of the demolition and installation work schedule and phasing plan with sufficient detail to enable VA to determine the effect on production and operations that this project will have. It is important to the VA to have as little down time as possible. The laundry operates an 8-hour day shift, Monday through Friday.

**h. Authorized Representatives:** The bidder shall list the names, titles and telephone numbers of representatives of the firm who are authorized to discuss technical proposals in the firm's behalf. If additional information is required by VA, representatives shall be available for discussions. If necessary, written responses shall be submitted within time-frames established by the contracting officer.

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name) (Title) (Telephone No.)

Facsimile Telephone No.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

APPLICABLE DOCUMENTS: NOTE: As applicable, the textile care processing system will be performance tested in accordance with latest publication of referenced specifications and standards and VA performance/production testing requirements specified in "Purchase Descriptions". Performance and production testing will be conducted by VA after installation and a 20 workday shakedown are completed.

The supplies and equipment required by this invitation for bid or request for proposal must conform to the specifications, codes and standards of the following:

1. National Electrical Manufacturers Association (NEMA):

A. MG1....Motors and Generators.

B. MG2....Safety Standard for Construction and Guide for Selections, Installation and use.

2. National Fire Protection Association (NFPA):

A. ALL NFPA Standards and codes

3. All Occupational Safety and Health Administration (OSHA) standards and codes

4. Sheet Metal and Air Conditioning Contractors National Association (SMACNA).

1. VA Master Construction Specifications (when applicable).
2. ALL CITY, COUNTY, STATE AND NATIONAL ENVIRONMENTAL REGULATIONS MUST BE ADHERED TO.
3. SEAL, LABEL OR STAMP APPROVAL: Where an item of equipment or appliance shall conform to requirements of a referenced agency, conformance shall be evidenced by attachment of seal, label or stamp to such item. Seal, label or stamp of Underwriter's Laboratories, Factory Mutual Laboratories, American Gas Association Laboratories, ASME, or suitable nationally recognized testing laboratory listed by National Fire Protection Association, Boston, Massachusetts, will be accepted as evidence that item furnished conforms to the standards.
4. Technical Certificates of Compliance: Technical certificates of compliance (applicable to the item of equipment furnished) shall be submitted at the time and place of inspection. (Note: Inspection will be conducted by VA after installation and shakedown is completed.
5. MANUFACTURED PRODUCTS: Materials and equipment furnished shall be of current production by manufacturers regularly engaged in the manufacture of such items. Manufacturers of equipment assemblies which include components made by others shall assume complete responsibility for the final assembled unit and operation of the system or systems. All components of an assembled unit need not be products of the same manufacturer. Constituent parts which are alike shall be the product of a single manufacturer. Components shall be compatible with each other and with the total assembled unit for the intended service. Moving parts of any element of equipment of the unit normally requiring lubrication shall have means provided for such lubrication and shall be lubricated at factory prior to delivery. Factory wiring shall be identified on the equipment being furnished and on all wiring diagrams.
6. Belts, chains, pulleys, couplings, motor shafts, gears or other moving parts shall be fully guarded in accordance with OSHA 1910.219. Guards shall be cast iron, expanded metal or wire mesh. Guard parts shall be rigid and suitably secured and be readily removable without disassembling the guarded unit.
7. MOTORS AND ELECTRICAL COMPONENTS: Provide electrical components including motors; disconnect switches, motor controllers, motor control devices and electrical circuits and connections. Electrical equipment in hazardous locations shall be explosion-proof. The successful bidder shall provide all electrical wiring, conduit and all electrical devices, controls, cutouts, etc., necessary for the installation and operation of complete systems and equipment furnished. All equipment shall be grounded by green conductors in lieu of conduit ground system.
8. Installation: Installation shall be in accordance with the National Electrical Code (NEC).
9. Conduits, Fittings, and Electrical Wire: All electrical installations shall conform to requirements of the NEC.
	1. All electrical wire shall be copper, heat resistant grade, thermoplastic insulated. Control wiring shall be (stranded) THHN/THWN or equal. Intermediate wall conduit is required. Provide conduit trapeze hangers.
	2. All power wiring shall have a minimum conduit size of 3/4 inch in diameter. Color coding of all wiring shall be in accordance with established VA medical center criteria.
	3. All low voltage communication wire used for data management systems, liquid supply systems and intercoms shall be installed in minimum 3/4 inch diameter protective conduit. Wire nuts shall not be used for any connections.
10. Electrical Wiring: Wiring shall not be cut, abraded, or have excessive insulation stripped, and shall be properly and tightly joined at terminals.
	1. Wire nuts shall not be used and solder-less connectors shall have insulation grip. Wiring shall have adequate slack to provide strain relief. Wire nuts are only acceptable for electrical installation of motors and terminal boxes.
	2. Wiring shall be provided between motors, controllers, timers, pushbuttons, starters and limit switches installed on or within the equipment and shall be done with materials specified as applicable, except liquid tight flexible conduit shall be used where required for belt adjustment by moving a motor or for vibration isolation.
	3. All wiring shall terminate in connection boxes with provisions for connections beyond the machine; each conductor shall be identified by a different color.
11. Control, Communication and Signal Wiring Installation:
	1. Install wiring and connect to perform the functions intended.
	2. Install a separate power supply circuit for each system so the malfunctions in any system will not affect other systems.
	3. Where power supply circuits are not shown for systems, connect them to the nearest panel boards of suitable voltages which are intended to supply such systems and have suitable spare circuit breakers or space for installation.
	4. Install a red warning indicator and a lock-on device on the handle of the branch circuit breaker for the power supply circuit for each system to prevent accidental energizing of the system.
12. ELECTRICAL IDENTIFICATION:
	1. Nameplates - center on device, cover plate, or enclosure.
		1. Use designations defined in the contract documents. Indicate loads served using designations from electrical schedules and designations from the trade furnishing the equipment served.
		2. Lettering shall include name of equipment including the textile care processing equipment, the specific unit number, and any reference to ON/OFF or other instructions that are applicable.
		3. All labeling shall be on laminated plastic nameplates.
		4. Nameplates shall be laminated with a black surface and white core. Use 1/16 inch thick material for plates up to 2 inch X 4 inch. For larger sizes, use 1/8 inch thick material.

### TECHNICAL/PERFORMANCE SPECIFICATIONS AND PURCHASE DISCRIPTIONS

**ITEM 1**

**Laundry Ancillary Support Water Storage/Pumping System/ Recycling System Equipment, Water Softening System and related systems:** Furnish and install new, one (1) system consisting of:

1 system – Water storage/Pumping system, Water softening and related systems

2 each – 40 HP Air Compressors

2 each – Refrigerated Air Dryers

**Water Storage/Pumping/Reuse System/Softening System:**

Furnish and install all items and components necessary for the water storage/pumping/ reuse/softening system to perform according to design specifications.

**Waste Water Heat Recovery, Water Storage/Pumping/Reuse – General:**

Furnish and install all items and components necessary for the:

(1) The waste water heat recovery system

(2) The water storage/pumping system

(3) The water re-use system

(4) The water softener system

(5) The wastewater recycling system

The water systems shall be sized to be capable of supporting a wash/extractor system, a continuous batch washer system, or a combination of the two. All proposed equipment will be based on a maximum water consumption of 2.0 gallons per pound of installed wash/extractor capacity (both production and non-production, and a maximum of 1.0 gallon per pound of installed continuous wash/extract system (CWES) capacity. A wastewater recycling system is required. The installed equipment shall perform according to design specifications.

1. Wastewater Heat Recovery:

The waste water heat recovery system shall be capable of transferring heat to both the hot and tempered water to be used in the washroom and capable of a minimum energy recovery of 65 percent if the average fresh water temperature is between 45 and 60 degrees F, and 55 percent if above 60 degrees F. The wastewater heat recovery system shall be capable of meeting the following specifications:

1. Preheat the hot water make up to within 10 degrees F of actual wastewater temperature, and the tempered water to 100 degrees (nom.) when the system is operating at average flow conditions. In addition, a control thermostat is required to adjust the stored tempered water tank temperature as desired. See paragraph 18, Water System Sizing Guide, Table I, for equipment sizing guidelines.

2. The heat reclaimer shall be constructed so that the fresh water shall contact only corrosion resistant materials, and the heat exchanger heat transfer surfaces themselves shall be of stainless steel construction.

3. System shall have an automatic cleaning cycle as well as the capability of chemical cleaning through re-circulation.

Fully automatic cleaning controls shall be included as standard equipment. **During end of day shutdown the PLC shall automatically initiate a re-circulation cleaning cycle of hot water through the heat exchanger for at least 30 minutes using a proper chemical cleaning solution**. All valve operation and cleaning chemical addition shall be automatic.

4. System shall have easy access for full inspection and maintenance of all waste and fresh water heat transfer surfaces.

5. All wastewater shall be screened for automatic removal and discharge of suspended solids to a minimum of 235 microns before entering the heat reclaimer. Provisions shall be included for easy visual inspection of the screening unit from floor level without disassembly.

6. System shall have automatic controls to ensure sufficient water is supplied to the hot and tempered water storage tanks to maintain normal washroom operations.

Fresh and wastewater flow rates shall be controlled with automatic modulating valves that will maximize heat recovery according to the variable usage of waters during normal wash production. The automatic modulating control valves shall match the washer water demands to the available wastewater in the pit to achieve optimum heat recovery at any plant production level. A single system on/off switch shall be the only control needed to start the system at any water flow from 25 to 100% of design flows. Level controls shall evaluate plant water demands, available wastewater in the wastewater storage pit, and select the most advantageous flow rates to achieve the optimum heat recovery.

7. System shall have a Control panel with a 12” touch screen display for system operation and monitoring. The panel shall be a NEMA 12 enclosure. Display screens shall be provided for complete operational status and control of the wastewater heat recovery, water storage/pumping, and water reuse systems. The following information shall be provided, but not limited to, on the touch screen display: Water temperatures, water flow rates, pit & tank levels, pump operating status, valve position, indicating status light, and system alarms with acknowledgement.

Temperature displays on the touch screen display shall indicate fresh water temperature in, preheated hot and tempered water temperatures out, and waste water temperatures before and after heat recovery.

8. The successful bidder guarantees:

a. The offered system will meet performance specifications.

b. The heat exchanger will not stop-up or plug when operated in accordance with the manufacturer's operating instructions.

c. The heat exchanger will be free of defects in workmanship and material defects for a period of five years.

B. Water Storage/Pumping System:

The water storage/pumping system shall be capable of meeting the following specifications:

1. The hot water storage tank shall have a storage capacity of "D" gallons/liters and the tempered water storage tank shall have a storage capacity of "E" gallons/liters. Material shall be of Type 304 stainless steel. If the fresh water has a normal chloride level of 40 mg/l or more, the tank materials shall be of Type 316L stainless steel. See paragraph 18, Water System Sizing Guide, Table I, for Hot and Tempered Water Storage Tank Volumes.

2. The water storage tanks shall be insulated to prevent unnecessary heat loss. Insulation on all storage tanks shall be a minimum of 1-1/2 inches thick, 3 pound high density, semi-ridged duct board with factory installed vapor barrier facing and re-jacketed with a minimum .020 thick color coded PVC plastic. Water storage tanks shall have sight tubes installed with proper bracing. Tanks shall have thermistors with temperatures displayed on the main system control panel touch screen display. All storage tanks shall be provided with high level overflows and bottom drains discharging into site drains before going to the sewer. Tanks shall be provided with a means for full access inside tanks. Storage tanks are required to have side man way’s for internal access.

3. Three (3) pumps shall be provided for the pumping system. One pump shall be for hot water and a second pump for tempered water. The third pump shall be usable as an on line spare for either the hot or tempered water pumps. The pumping package shall be manifolded with corrosion resistant piping. Isolation valves are required to allow removal of a pump for servicing. The valving will also allow putting the spare pump on line by only changing valve positions.

The pumps shall be rated at "F" gpm/lpm at motor full load rating and 115 feet (minimum) TDH. Motors will have a minimum service factor of 1.15. The pumps shall have a pumping efficiency of at least 70 percent throughout the majority of the operating range. See paragraph 18, Water System Sizing Guide, Table I, for varying pump capacities.

4. A control panel shall be provided to indicate operational status of the water pumping system. The panel shall be a NEMA 12 enclosure. Switches with indicator lights shall be provided for motor operations. Pump motor starters and controls shall be located in this panel. Operational indicator lights shall be provided for motor operations and displayed on the main system control panel touch screen display and remote status panel.

5. A Variable Frequency Drive (VFD) shall be provided for each pump and a pressure transmitter shall be provided for each discharge of the pumping system. The VFD controllers shall read the discharge pressure signal from the transmitters and automatically adjust the pumping speed by increasing or decreasing the output frequency of the VFD according to plant demand. The pressure transmitters shall be pre-mounted in the pump discharge piping and pre-wired to the control panel. Included in the control panel are the necessary controls to operate the middle pump (spare pump) from either of the pressure transmitters.

6. Continuous wash/extract system(s) shall be supplied with hot and tempered fresh water through a temperature and pressure compensated blending valve. A temperature gauge will indicate selected blended temperature going into the system.

7. An automatic hot water steam heating system shall be provided to maintain a hot water storage temperature of 160 degrees F independently of the heat recovery system.

8. The flash steam recovery system shall be capable of cooling "B" gpm/lpm of returning plant condensate from approximately 250 degrees F to 200 degrees F. The recovered heat shall be added to the stored hot water. A thermostatically controlled bypass valve shall be installed for automatic bypassing of returning plant condensate to avoid hot water tank overheating. See paragraph 18, Flash Steam Requirement Guide, Table III, for varying capacities.

C. Water Reuse System:

The water reuse system shall be capable of reusing an average of 25 percent of the water used in the production wash/extractors. The system shall collect, store, heat, and return (to the washroom) the water to be reused. A trash pump, for transferring the reuse water to the storage tank, shall be provided. An alternate supply line from the hot water header shall provide make up fresh water through an automatic fill valve if no reuse water is available. The water reuse system shall meet the following specifications:

1. The water reuse tank shall have a capacity of "B" gallons/cu meters. See paragraph 18, Reuse Water Storage Tank Volumes, Table II, for varying tank capacities.

2 All reuse water shall be screened of suspended solids to a minimum of 1130 microns before entering the reuse water storage tank. Provisions shall be included for easy visual inspection of the screening unit from floor level without disassembly.

 The water reuse steam heating system shall be capable of automatically maintaining a reuse storage tank temperature of 160 degrees F.

3. The reuse tanks shall be insulated to minimize heat loss. Insulation shall be a minimum of 1-1/2 inches thick, 3 pound density, semi-ridged duct board with factory installed vapor barrier facing and re-jacketed with a minimum .020 thick color coded PVC plastic. Water storage tanks shall have sight tubes installed with proper bracing. Tank shall have a temperature thermistor with display on the heat recovery system main control panel touch screen display. Tank shall be provided with high-level 4”overflow and bottom 3” drain and discharging into sight drains before going to the sewer. Tank shall be provided with a means for full access inside tanks. Tanks will be required to have side manway for internal access. Provisions must be made for collecting and discharging settled lint on the bottom of the tank through the 3" drain valve daily at shut down.

4. Two reuse feed pumps shall be provided. The first pump shall be the main reuse water feed pump. The second pump shall act as a spare. The pumping package shall be manifolded with corrosion resistant piping. Isolation valves are required to allow removal of a pump for servicing. The valving will also allow putting the spare pump on line by only changing valve positions.

 The pumps shall be rated at “A” gpm/lpm at motor full load rating and 115 feet (minimum) TDH. The pumps shall have a pumping efficiency of at least 70 percent throughout the majority of the operating range. Motors will have a minimum service factor of 1.15. See Reuse Feed Pump Sizing Guide, Table II, for varying pump capacities.

A Variable Frequency Drive (VFD) shall be provided for each pump and a pressure transmitter shall be provided for the discharge of the reuse water pumping system. The VFD controller shall read the discharge pressure signal from the transmitter and automatically adjust the pumping speed by increasing or decreasing the output frequency of the VFD according to plant demand. The pressure transmitter shall be pre-mounted to the pump discharge piping and pre-wire to the control panel. Controls necessary to operate either pump from the pressure transmitter shall be included.

5. Controls for the reuse system shall be located in a control panel mounted on the dual reuse system pumping system with switches and indicating lights provided for motor operations. Operational status of reuse system shall be displayed on the main heat recovery system control panel touch screen display and remote status panel.

D. Wastewater Recycling System:

The wastewater recycling system shall be capable of processing 100% of the laundry’s total wastewater stream and producing a minimum of 50% of the total flow as recycled water suitable for use, in lieu of fresh water, in the laundering process without adversely affecting product quality. The recycled water shall be transferred to either the hot or tempered water storage tank. The portion of the wastewater not recycled shall be fed directly into the wastewater heat recovery system where the heat shall be extracted before discharge to the sanitary sewer. The wastewater recycling system shall meet the following specifications:

1. Recycled water shall be filtered to a minimum level of 0.2 micron.

2. The filter medium shall have a minimum working life of 10-years.

3. The recycle system shall be constructed so all wetted surfaces are of stainless steel construction.

4. System shall have a self-contained Clean-in-Place (CIP) system to clean the filtering medium. The CIP system shall be fully automatic and programmable.

5. System design shall incorporate ready access for mechanical inspection and cleaning of filter medium surfaces. Accesses shall be of a type easily opened and sealed for ease of maintenance, such as roll-groove type connections.

6. System shall have provisions to automatically break the concentration boundary layer that forms on filter medium during normal continuous steady state operation.

7. System shall have automatic controls for all functions of system operations to ensure minimal operator oversight is required to operate system.

System shall have a control panel with a 12” touch screen display for system operation and monitoring. The panel shall be a NEMA 12 enclosure. Screens shall be provided for complete operational status and control of the wastewater recycling system. The following information shall be provided, but not limited to, on the touch screen display: Water temperatures, water flow rates, pit & tank levels, pump operating status, valve positions, system pressures, and system alarms with acknowledgement.

The control scheme shall include operator selectable and programmable modes of operation; controls shall monitor system performance using industry standard algorithms, alert operator(s) to significant changes in performance, and take automatic action to correct the performance change. Automatic protocols shall be in place to address failure of all key components, including failure of sensors, pumps and valves.

Control panel shall include a built in web server module that will allow for monitoring and troubleshooting of the system via the Internet.

8. The successful bidder guarantees:

a. The offered system will meet performance specifications and that the level of recycling stated is indefinitely sustainable without adversely affecting product quality.

b. The filter medium shall have a minimum working life of 10-years.

**Water Softener System:**

Furnish and install all items and components necessary for the Water Softener System. The water softening system shall be capable of meeting the following specifications:

1. The softening system shall have the capability of conditioning required quantities of water from the normal building grain (as specified) hardness down to a soft level of 0 grains. The softener will have sufficient resin capacity to operate the normal washroom production for the total daily (seven hour workday) production without regeneration. A five (5) day metered regeneration system with salt or brine storage capacity, at stated textile production rates, is required. All mineral tank(s) will be provided with bottom drain and back wash connections piped to the sewer drain. All tanks will have full inside accessibility for cleaning, visual inspection and maintenance. Salt/Brine storage tank will be provided with high level overflow drain connection and piped to the sewer drain.

2. Two (2) water test kits will be provided with the system. These kits shall contain hardware and chemicals necessary to perform titrations, measurement of Ph, temperature, and water levels.

Miscellaneous Items:

The following items are also required:

1. The water system shall include total water back-flow prevention into the main water supply.

2. A separate commercial grade gas operated hot water heater (100 gallon capacity / 379 liter capacity) shall be installed to service administrative areas, rest rooms, etc.

3. A 50-gallon cast iron tank (minimum) condensate receiver tank with duplex pump is required. This system shall be used for pumping process condensate from the flash steam recovery system to the main condensate return header.

Remote Status Panel:

A remote status panel with a 12” touch screen display panel shall be incorporated into the system (located in the laundry managers office), which will provide complete operational status of the air compressor; wastewater heat recovery, water storage/pumping, water reuse, and wastewater recycling system. The remote status panel shall also provide alarm status and notification for all of the above systems.

Monitoring displays shall indicate laundry steam pressure, air header pressure, hot, tempered and reuse washroom header pressures and be appropriately labeled. The remote panel shall indicate the status of water flow patterns and operational pumps.

An automatic videographic recorder shall monitor and record incoming fresh water temperature, preheated hot water temperature, preheated tempered water temperature, wastewater temperature in and wastewater temperature to sewer. The successful bidder shall provide this panel with appropriate signals to the status panel.

G. PERFORMANCE GUIDES:

TABLE I

WATER SYSTEM SIZING GUIDE

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Water Used per Hour“A” | Hot Water Flow Rate per Minute“B” | Tempered Water Flow Rate per Minute“C” | Hot Water Storage Volume“D” | Tempered Water Storage Tank Volume“E” | Pump Flow Rate per Minute“F” |
| Gal/M3 | Gal/Liters | Gal/Liters | Gal/M3 | Gal/M3 | Gal/Liters |
| 3000/11.4 | 30/114 | 20/76 | 1300/4.9 | 1000/3.8 | 200/757 |
| 4500/ 17.0 | 45/170 | 30/114 | 1800/6.8 | 1400/5.3 | 280/1060 |
| 6000/22.7 | 60/227 | 40/151 | 2100/8.0 | 1700/6.4 | 280/1060 |
| 7500/28.4 | 75/284 | 50/189 | 2400/9.1 | 1900/7.2 | 350/1325 |
| 9000/34.1 | 90/341 | 60/227 | 2600/9.8 | 2100/8.0 | 350/1325 |
| 12000/45.4 | 120/568 | 80/303 | 3200/12.1 | 2600/9.8 | 350/1325 |
| 15000/56.8 | 150/568 | 100/379 | 3800/14.4 | 3200/12.1 | 500/1893 |
| 18000/68.1 | 180/681 | 120/454 | 4500/17.00 | 3800/14.4 | 500/1893 |
| Basis – 60% Hot water, 160ºF (71ºC) Hot Water Storage Temperature |

TABLE II

REUSE FEED PUMP & STORAGE TANK CAPACITY GUIDE

|  |  |  |
| --- | --- | --- |
| Production Washer/Extractor Capacity | Pump Flow Rate per Minute“A” | Rinse Water Storage Tank Volume“B” |
| Pounds/Kg | GPM/Liters | Gal/M3 |
| 1000/454 | 185/700 | 800/3.0 |
| 1500/680 | 185/700 | 110/4.2 |
| 2000/908 | 185/700 | 11300/4.9 |
| 2500/1134 | 250/950 | 1400/5.3 |
| 3000/1362 | 250/950 | 1500/5.7 |
| 4000/1814 | 250/950 | 1900/7.2 |
| 5000/2268 | 325/1225 | 2200/8.3 |
| 6000/2722 | 325/1225 | 2600/9.8 |

TABLE III

FLASH STEAM REQUIREMENT GUIDE

|  |  |
| --- | --- |
| Water Used Per Hour**“A”** | **Returned Plant Condensate per Minute****“B”** |
| Gal/M3 | Gal/Liters |
| 3000/11.4 | 10/38 |
| 4500/17.0 | 15/57 |
| 6000/22.7 | 20/76 |
| 7500/28.4 | 25/95 |
| 9000/34.1 | 30/114 |
| 12000/45.0 | 40/151 |
| 15000/56.8 | 50/190 |
| 18000/68.1 | 60/227 |

**H. Air Compressors and Air Refrigerated Dryer System**

**Furnish and install new, two (2) 40 HP rotary screw, air-cooled oil injected air compressors with tanks and two (2) Air Refrigerated Air Dryers**. Air compressors shall exceed 70 db. Air system shall consist of the following:

1. Size – 40 HP rotary screw, air-cooled air compressors with tanks.
2. Electrical characteristics - 480 volts, 3 phase, 60 cycles
3. Compressors shall be sized to continually provide 120 P.S.I. oil and water-free air and shall operate in a lead-lag sequence based upon air supply demand.
4. Air Compressor System shall include all interconnecting piping between air compressors and specified equipment.
5. Water drain lines shall be installed from each compressor to floor drains.
6. Timed, automatic blow down of compressor tanks is required.
7. An air-operated after-cooler and refrigeration unit is required for each compressor.
8. A blow-down device will be installed within the mechanical room. A minimum 1 each) and shall be capable of reaching around all equipment within the mechanical room. This device(s) shall include:

a. A gauged air pressure regulator, with quick disconnect, capable of regulating air pressure from 0 PSI to 30 PSI.

b. Minimum 50 foot length of heavy duty, reinforced non-kink air hose on an automatic retractable reel.

c. Trigger operated air nozzle with any necessary extensions for reaching hard to reach areas.

d. Locations of the blow down device(s) shall be depicted on drawings.

1. Two (2) 200-gallon air tank reservoirs will be required for the air compressor system.

**ITEM # 2**

**Cart Dumper/Soil Storage/Sorting Conveyor System:** Furnish and install 1 (system). The complete soil sorting conveyor system shall be of such material and construction, and so designed, to withstand daily wash-down and disinfecting of all soiled textile contact surfaces without damaging the system or its components. The new soil sorting system design shall incorporate an existing linen drop area.

A. The soil sorting system shall consist of the following:

1. Cart Dump System: Provide an end or side loading type cart dump system designed to pick-up loaded textile carts (utilized by the medical center) and dump textiles onto a conveyor. Cart dumper shall be provided with safety guard rails and a illuminated (when activated) emergency stop button (colored RED)

2. Incline Soil Storage Conveyor: The size of this system will be based on 20 percent of the daily wash system production which is approximately 21,000 per day. Calculations representing 500 pounds per productive employee hour will be utilized as the evaluation factor examining the design and operation of these systems. The storage conveyor shall be designed to prevent any spillage. Storage conveyor shall be equipped with an illuminated (when activated) emergency stop button (colored RED) located within 25 feet of work station. The conveyor will operate automatically without manual attention. The storage conveyor shall also have a manual jog button installed. Calculation for flat-belts for textile storage will be based on 7.5 pounds per cubic foot. The incline soiled storage conveyor shall be designed to receive fully loaded soiled textile bags from the cart dumper and automatically advance linen in increments. The system shall be designed to allow employees to manually jog textiles onto the incline storage conveyor which will automatically convey textiles to the transfer conveyor(s).

The incline storage conveyor shall connect the transfer conveyor and have appropriate side guards to prevent any spillage and allow for proper transfer of textiles to the transfer conveyor. Any angle necessary for the incline storage conveyor shall be such to ensure positive transfer of pieces without tumbling. The incline storage conveyor shall be designed to prevent pieces of textiles, i.e., wash cloths, towels, sheets, blankets, uniforms, mops, etc., from jamming between the incline conveyor and the transfer to the transfer conveyor.

3. Transfer Conveyor: Transfer conveyor shall connect the incline and soil sorting conveyor and have appropriate side guards to prevent spillage and allow for proper transfer of textiles to the sorting conveyor. Any angle necessary for the transfer conveyor shall be such to ensure positive transfer of pieces without work flow disruption.

The transfer conveyor shall be designed to prevent pieces of textiles, i.e., wash cloths, towels, sheets, blankets, uniforms, mops, etc., from jamming between the transferring to the incline conveyor(s) and the transfer to the soil sorting conveyor. Transfer conveyor(s) shall not be utilized to calculate storage.

4. Sorting Conveyor: The sorting conveyor shall be designed to receive bulk quantities of soiled textiles from the transfer conveyor. A break-up work station shall be incorporated into the design in front of the transfer conveyor area to allow an employee to open linen bags and dump linen onto the sorting conveyor. The working height of the conveyor shall be adjustable and designed to prevent spillage. The sorting conveyor shall be equipped with illuminated (when activated) emergency stop buttons (colored RED) located within 25 feet of work stations.

The sorting conveyor shall include adjustable speed controls, positioned to allow for operator control without leaving the work station. The sorting conveyor shall be equipped with an automatic stopping device to prevent textiles from dropping to the floor at the end of the conveyor. A large trash receptacle on wheels shall be incorporated at the end of the sorting conveyor to collect falling trash automatically from the sorting belt. At all work stations of the sorting conveyor, receptacles for sharps and trash are to be installed.

The platform for soiled sorting system shall be easily accessible by stairs and include rigid/sturdy safety handrail(s). The steps and platform shall be steel plate and covered with a 1/4 inch slip resistant, non-corroding, rubberized with urethane coating, anti-fatigue surface with color coded safety lanes.

5. Soiled Sorting Weight Sling Carts: A minimum of 14 sling carts shall be provided with battery operated weigh indicator (digital readout in pounds and kilograms) tolerance of +/-2 percent, are required. Micro Processor Digital readouts shall be readable by the soil sorters without leaving the work station. Rechargeable batteries are to be easily removed without tools so carts can be continually used, batteries placed into chargers that shall be provided by the successful offeror. 20 batteries are required along with enough chargers to charge 6 batteries at a time. A cart stop shall be incorporated within the design to prevent carts from being pushed against the soiled sorting conveyor.

**ITEM # 3**

**Soiled Overhead Conveyor/Storage Semi-automated Monorail System:** The successful offeror shall furnish and install new, one (1) system on the soiled side of the laundry. All switching stations shall be air actuated. No pull ropes for switching rails will be acceptable.

1. System shall be capable of receiving soiled sling bags from weight carts and storing classified linen equal to 20 percent of the daily wash loads. All slings furnished shall be colored in the soiled area of the textile care processing facility. Selection of colors (other than white) will be made by the designated VAMC, COTR, within 30 days after award. All slings furnished shall be double stitched, woven, heavy duty material with a minimum ball bursting strength of 390 pounds.

2. System shall be capable of calling off stored classified linen to the wash systems for loading.

3. All lift stations shall have rigid/sturdy safety guard rails installed around the lift station area to prevent employees from walking into lowered lifting rails. Safety rails shall be painted SAFETY YELLOW.

4. Monorail lift stations shall be equipped with a safety lock device to prevent the lifting rail from falling in case of power or air loss or chain break.

5. All work shall be transported **automatically** without any assistance by employees to storage areas and wash systems from lift stations. Rail selection shall be accomplished automatically from lift stations.

6. The monorail system shall be programmed into the continuous batch wash system and will automatically sling load the Continuous Wash Extract system and non-production 200 LB and 400 LB washer extractors.

**ITEM # 4**

**Automated Wash Systems:**

1. **Continuous Wash Extract Tunnel System:**

**Continuous Wash Extract System (CWES**) –Furnish and install one (1) each, Continuous Wash Extract System (CWES). A minimum of 12 modules or chambers shall be provided and shall be designed within the textile care processing facility.

1. The system shall be designed for **automatic** sling loading directly into the CBWS and shall be equipped with total waste water heat recovery capability.
2. In a seven-hour workday, be capable of processing a minimum of 21,000 (dry weight pounds) of dry soiled textiles, uniforms, patients clothing, pajamas per day equating to 3,000 pounds per hour.
3. The work load is based on 60 % rough dry, 35 % flatwork and 5 % uniforms and patients clothing.
4. The (CWES) formulas shall be based upon the use of low temperature (120 degrees F / 48.88 degrees C) water. These formulas will take into consideration sequencing, which includes loading, washing, discharging, extraction and tumbler transfer. Systems will be evaluated on hourly production.
5. A staph barrier wall shall be built into the system to prevent cross-contamination. The CWES will include moisture barriers which preclude discharge of moisture and chemicals onto the production floor.
6. All Washing Systems either production or non-production will be exhausted to the outside atmosphere.

**Ordering Data CWES:**

1. Micro processor/PC-based color touch screen controls & information systems” that incorporate automatic/manual machine operation, self-testing, fault display and built-in diagnostics controls are required. The systems shall include a video screen and be capable of displaying:
	1. All wash loads through each module or chamber and water temperatures.
	2. The tunnel washer shall have chamber/module port hole/hatches built into the tunnel to access the inside of the CWES in case of roping.
	3. The formulas, temperature controls for incoming tempered and hot water and customer identity of each batch as it progresses through the systems modules or chambers, and through the extraction process.
	4. A production record showing the number of batches run for each customer or department on each formula on a daily, weekly, monthly, quarterly, semi-annual and annual basis.
	5. Details of all wash formulas.
	6. A display which aids in trouble shooting and supply calibration.
	7. A screen that displays all the requirements and times for preventive maintenance.
	8. Remote screen located in the Textile Care Managers office that displays information from the systems console.
	9. Printer (color) located in the Textile Care Managers office for hard copies of all functions and accounting data of the CWES.
	10. System shall be capable of programming a minimum 40 wash formulas.
	11. Electrical characteristics - 480 volts, 3 phase, 60 cycles.
2. Regardless of supplier, a Class 1 - Liquid supply system will be interfaced for the dispensing of seven (7) types of chemicals followed by a fresh water flush capability.
3. Sight glass, camera or some alternative means for seeing into the loading chute is required at the loading chute of the CBWS for visual observation of wash loads entering the CWES.
4. Water reuse required.
5. Automatic thermal overflow cool down required.
6. Pipe and connections are to be furnished for utilizing a liquid supply system.
7. Systems shall be installed level and/or have leveling devices.
8. Specifically designed and programmed for automatic sequencing and sling loading directly into the CBWS. The use of loading conveyors will **NOT** be considered.
9. Audible and visual alarms for defaults within the system is required.
10. Automatic cycle controls required.
11. Systems shall be designed utilizing no more than 1.0 gallons of water per pound processed regardless of wash programs and classifications.
12. Systems shall be designed with an exhaust system to eliminate **ALL** steam and condensation from escaping from the loading chute and main press area.
13. The successful offeror will provide 2 PC systems with remote access for the tunnel washing system.
14. An hour gauge shall be installed on the equipment that will show actual hours of run time on the CWES.
15. **Ordering Data CWES Press:**

**Single-Stage Tunnel Washer Extractor Press:**

 Furnish and install one (1 ea) – Single stage CWES extractor press. The extraction CWES press must be capable of communication between the CWES and shall be capable of meeting the following requirements:

(1) Extractor press shall accommodate offered batch size.

(2) Extractor press shall have large capacity basket for oversized loads (up to 15%).

(3) Electrical characteristics - 480 volts, 3 phase, 60 cycles.

(4) Extractor press shall have fully programmable extraction pressure with a minimum 40 bar (580 P.S.I.).

(5) The extractor press controller shall be capable of being programmed for 99 extraction programs and be industrial off the shelf microprocessor.

(6) The extractor press shall have touch screen controls with 3D graphics.

(7) Automatic hydraulic cooling system.

(8) Full high-grade stainless steel construction.

1. An illuminating (when activated) emergency stop button (colored RED). The extractor press shall also be equipped with a normal start colored green and stop button colored red.
2. Safety micro switches shall be installed on all doors of the extractor press so that when a door is opened, the equipment shuts down.
3. Large volume external water recovery tanks.
4. Positive belt transfer of cake.
5. Automatic program to monitor water capacity in the membrane and will have no manual assistance required.

(14) Coated ram plate – corrosion resistant finish.

1. Flexible and simple to use controls.
2. The successful offeror will install a fenced in area with minimum two (2) doors around the press and shuttle area and wire controls to the doors so that if opened shuts down the shuttle.
3. An hour gauge shall be installed on the equipment that will show actual hours of run time on the press.
4. **Wash/Extract Systems (Non-Production):** Furnish and install new, two (2), top side loading pass through washer extractors with a minimum size of 200 LB washer and maximum 400 LB capacity with total waste water heat recovery capability. The washer-extractors shall be of the shell and cylinder type. The size (capacity) shall be based on 5.7 pounds of soiled textiles per cubic foot of cylinder volume (GROSS).The Non-production wash system shall be designed on the soiled side production floor of the textile care processing facility.

Ordering Data (Non-production washer-extractors):

1. The washer-extractors covered by this document shall be of the shell and cylinder type. The sizes (capacities) shall be based on 5.7 pounds of soiled textiles per cubic foot of cylinder volume (GROSS).
2. The wash systems are to be designed forsling loading and unloading with a minimum amount of effort from employees.
3. Wash systems shall be capable of being sling loaded without any spillage. Loading chutes, if required, shall not be portable and must be permanently attached to the wash system.
4. Multiple compartments, pass-through model.
5. Successful offeror shall interface existing Class I - Liquid Supply System with installed equipment for the dispensing of seven (7) types of chemicals followed by a fresh water flush capability. Pipe and connections shall be furnished for utilizing the liquid supply system.
6. Water level sight glass is required.
7. Anti-vibration protection is required.
8. Divided cylinder machine shall be provided with automatic jog/inching or positioning in addition to manual inching provisions.
9. Washers shall have a beacon LED rotary light (colored YELLOW) identifying end of wash cycle (soiled and Clean sides) for the hearing impaired. Washers shall also have an audible alarm to indicate when wash cycle has ended.
10. Automatic cycle control shall be PC-based color touch screen controls & information systems” that incorporate automatic/manual machine operation, self-testing, fault display and built-in diagnostics controls are required. The control shall utilize a solid state timing system. Balancing of load prior to extraction is required.
11. Machine shall be equipped with an illuminated emergency stop button (when activated). Normal stop and emergency stop buttons shall be colored RED.
12. An easily accessible titration valve shall be installed on the washer for testing/sampling of wash water.
13. Washer-extractor shall be vented/exhausted to the outside atmosphere.
14. Unit shall have thermostatically controlled automatic steam injection.
15. Electrical characteristics - 480 volts, 3 phase, 60 cycles.
16. Provide 4-Plex GFI receptacle and an air line with quick disconnect at each equipment location for mechanics use.
17. An hour gauge shall be installed on the equipment that will show actual hours of run time on the washer extractor.
18. Water reuse valve is required.
19. A retractable water hose shall be installed within the vicinity of the washer extractors that is capable of reaching between and around the non-production washers for cleaning.
20. New diamond plate trench cover’s shall be installed if required within the new design.
21. The washers shall be electrically wired for automatic shut-off to prevent excessive simultaneous washer discharge.
22. **85/100 Pound Washer Extractor:**

Furnish and install new, three (3) each front-loading washer-extractor. The washer-extractor shall be of the shell and cylinder type.

The washer-extractor shall be designed for hand loading and unloading with a minimum amount of effort from employees. The washer extractor will not be used to meet production requirements. However, it will be interfaced with an existing liquid supply injection system.

1. Type I - One compartment. Style A - End loading.
2. Electrical characteristics - 480 volts, 3 phase, 60 cycles.
3. Unit shall have thermostatically controlled automatic steam injection.
4. Regardless of supplier, a Class 1 - Liquid supply system will be interfaced for the dispensing of seven (7) types of chemicals followed by a fresh water flush capability.
5. A door shall be provided with a window of heat-treated glass capable of resisting high mechanical and thermal shock.
6. Automatic thermal overflow cool down required.
7. Pipe and connections are to be furnished for utilizing a liquid supply system.
8. Washers shall have a beacon rotary LED light (colored YELLOW) identifying end of washing cycle for the hearing impaired. Washer shall also have an audible alarm to indicate when washing cycle has ended.
9. The washers shall incorporate a PC-based color touch screen controls & information systems” that incorporate automatic/manual machine operation, self-testing, fault display and built-in diagnostics. Automatic cycle control is required.
10. Manual dry supply tanks with automatic fresh water flush.
11. Machines shall be equipped with an illuminating when activated emergency stop button. Normal stop and emergency stop buttons shall be colored red.
12. Steam injection is required.
13. Provide 4-Plex receptacles at each equipment location for mechanics use.
14. Washer extractor shall be micro processor/ controlled and capably of being programmed for wash loads.
15. Washer-extractor shall be exhausted to the outside atmosphere.
16. An hour gauge shall be installed on the equipment that will show actual hours of run time on the washer.
17. **Wash System Controls:** Furnish and install wash system controls on each individual machine and as part of one central control. System shall include a color printer and shall be located within the Textile Care Managers office. The wash system controls shall incorporate all options available that are offered by the manufacturer of the wash systems and software programs.

The central control system shall be located in the office of the Textile Care Manager. All controls shall be solid state of the matrix variety.

The central control system shall be capable of monitoring and managing all aspects of wash system productivity, i.e., chemical formulas and water consumption.

The system shall allow for both visual and actual print-out of data. A color printer shall also be provided to print data. The system shall be programmed by keyboard and monitor energy usage, utility availability and usage, average load and unload time and actual productivity, i.e., pounds produced.

The system shall assist management concerning water supply and potential chemical imbalance.

The system shall be capable of programming 40 formulas for wash systems offered.

Chemical measures shall be capable of converting to metric systems.

1. **Test Piece Testing (wash systems):** Upon completion of installation, test piece testing for whiteness retention, tensile strength loss and chlorine retention shall be conducted and run by the successful bidder at full production speed, using all categories of textiles. The test shall be witnessed, verified and monitored by the designated COTR and the Textile Care Manager.

In accordance with VA and Association of Linen Management (ALM) criteria, eight out of 10 test piece testing results from wash systems shall be within the good and excellent range for whiteness retention and tensile strength loss.

Chlorine retention shall be in the slight to none category for eight out of ten test piece results.

The cost for test pieces and test piece service shall be borne by the successful bidder.

A certificate showing the results of the test shall be presented to the VA Quality Assurance Inspector at the initial start of final inspection. Failure to provide this certificate will constitute rejection of the wash system.

**ITEM # 5**

1. **Gas Heated Drying and Conditioning Tumblers with Internal Lint Collection:**  Furnish and install a minimum of four (4) gas heated drying and conditioning tumblers for the Continuous wash extract system and non-production washer extractors.

Dryers for CWES Washers (as Applicable):

1. The dryers shall be designed for **automatic** loading by means of a conveyor from the CWES to a dryer shuttle.
2. In a seven-hour workday, be capable of drying and conditioning a minimum of 21,000 (dry weight pounds).
3. The work load is based on 60 % rough dry, 35 % flatwork and 5 % uniforms and patients clothing.
4. Dryers shall discharge to a dyer takeaway conveyor.
5. Dryers shall be capable of being shuttle loaded from a dryer shuttle system. The types of textiles processed are normal hospital linen, sheets, pillowcases, bath blankets, thermal blankets, towels, wash cloths, patients clothing, uniforms and surgical linens.
6. Dryers shall be a double door; pass through type dryer and microprocessor controlled.
7. Commercial preservation, packaging and packing against damage required.
8. Electrical characteristics - 480 volts, 3 phase, 60 cycles.
9. Dryers shall be microprocessor/ PC-based color touch screen controls & information systems” that incorporate automatic/manual machine operation, self-testing, fault display and built-in diagnostics controlled and capable of programming each category of textiles from a master dryer control station.
10. Tumblers shall be provided with removable cylinder panels and provided with protective non-stick coating to the removable panels providing 3000-production hour guarantee.
11. Reversing and non-reversing required.
12. Tumbler shall be gas heated.
13. A light to designate that tumbler is in operation is required.
14. Dryer shall be equipped with heavy duty drive and support wheels.
15. Dryer shall be equipped with a low fire only operation control.
16. Dryer shall be equipped with automatic pilot ignition; main burner and pilot gas pressure regulator; high temperature safety switch; and modular burner duct system.
17. Internal lint collection is required. The tumblers shall be exhausted to the outside atmosphere. All ductwork shall be galvanized steel and new to the outside of the building.
18. The successful offeror will provide a secondary lint collection system for 100% lint collection.
19. A blow-down device will be installed within the dryer location. A minimum (1 each) and shall be capable of reaching around all dryers. This device(s) shall include:
	1. A gauged air pressure regulator, with quick disconnect, capable of regulating air pressure from 0 PSI to 30 PSI.
	2. Minimum 50 foot length of heavy duty, reinforced non-kink air hose on an automatic retractable reel.
	3. Trigger operated air nozzle with any necessary extensions for reaching hard to reach areas.
	4. Locations of the blow down device(s) shall be depicted on drawings.
20. Tumbler's air intake and exhaust air shall be derived and directed to and from the outside of the laundry building atmosphere.
21. Drying and conditioning tumblers shall have a beacon LED rotary light (colored YELLOW) identifying end of drying cycle for the hearing impaired. Dryer shall also have an audible alarm to indicate when drying cycle has ended.
22. Dryer shall be equipped with excess temperature sprinkler protection.
23. A flow alarm valve shall be installed in the fire suppression system and connected to a rotary LED beacon light (colored RED) and audible alarm, to be located on the dryer, to indicate if a fire exists in the dryer. Fire suppression system for all dryers shall be connected to the building fire alarm system to alert officials of a fire in the laundry.
24. Normal stop push buttons and emergency stop buttons shall be colored Red. An illuminating (when activated) emergency stop button shall be installed on the drying conditioning tumblers.
25. Drying conditioning tumblers shall be equipped with lockout/tag out for servicing and maintenance of equipment. Tags and locks shall be provided by the successful offeror.
26. All old existing dryer duct work shall be removed and not used with the new installation. All new air intake and exhaust ductwork roof penetrations shall be sealed and curbing/flashing must be used to seal penetration.
27. Air intake and exhaust ductwork shall have easily accessible removable or hinged access panels installed for easy clean-out and manual fire fighting. Air intake and exhaust air ductwork shall be insulated and wrapped with colored PVC plastic covering with identification and flow markings.
28. All ductwork located outside the building shall be weatherproofed and sealed water-tight to protect from damage from the environment. All ductwork located outside shall be identified and have directional flow markings installed.
29. Dryers shall be designed/equipped to prevent placement of objects under the dryer.
30. Dryers shall be equipped with excess temperature cutout switches or relays and operating temperature controls.
31. Ductwork configuration shall meet the manufacturers recommended size and be cylindrical in design.
32. Tumblers shall have independent electronic ignition.
33. Provide 4-Plex receptacle for each equipment location for mechanics use.
34. An hour gauge shall be installed on the equipment that will show actual hours of run time on the dryer.
35. Dryers shall automatically discharge to a dryer take away conveyor.
36. All dryer duct work shall be new from the dryer to the existing wall or ceiling of the laundry and have large access doors installed for cleaning or fire fighting access. Any existing ductwork that goes between the floors, walls or ceilings shall be cleaned.
37. **400/500 POUND GAS DRYING AND CONDITIONING TUMBLER WITH INTERNAL LINT COLLECTION:**

Furnish and install one (1) each 400/500-pound gas dryer. Dryer shall have internal lint collection. Dryer shall be a double door; pass through type dryer, one way tilting for loading and unloading and microprocessor/ PC-based color touch screen controls & information systems” that incorporate automatic/manual machine operation, self-testing, fault display and built-in diagnostics. controlled. The cylinder size (rated capacity) shall be 400/500 pounds, based upon a maximum 2.96 pounds per cubic foot of cylinder space. The dryer shall be capable of drying linen from the non-production washer-extractors. Dryer shall be capable of being sling loaded from the existing monorail system. The types of textiles processed are normal hospital linen, sheets, pillowcases, bath blankets, thermal blankets, towels, wash cloths, patients clothing, uniforms and surgical linens.

1. Unit shall be a drying and conditioning tumbler, laundry, commercial type, pass through.

2. Commercial preservation, packaging and packing against damage required.

3. Electrical characteristics - 480 volts, 3 phase, 60 cycles.

4. Dryer shall be microprocessor/ PC-based color touch screen controls & information systems” that incorporate automatic/manual machine operation, self-testing, fault display and built-in diagnostics controlled and capable of programming each category of textiles.

5. Tumbler shall be provided with removable cylinder panels and provided with protective non-stick cylinder coating providing 4000-production hour guarantee.

6. Reversing and non-reversing required.

7. Tumbler shall be gas heated.

8. A light to designate that tumbler is in operation is required.

9. Dryer shall be equipped with heavy duty drive and support wheels.

10. Dryer shall be equipped with a low fire only operation control.

1. Internal lint collection is required.

12. A blow-down device will be installed within the dryer location. A minimum 1 each) and shall be capable of reaching around the dryer. This device shall include:

a. A gauged air pressure regulator, with quick disconnect, capable of regulating air pressure from 0 PSI to 30 PSI.

b. Minimum 50 foot length of heavy duty, reinforced non-kink air hose on an automatic retractable reel.

c. Trigger operated air nozzle with any necessary extensions for reaching hard to reach areas.

d. Locations of the blow down device(s) shall be depicted on drawings.

13. Tumbler's air intake and exhaust air shall be derived and directed to and from the outside of the laundry building atmosphere. All ductwork shall be galvanized steel and new/from the wall, ceiling or floor of the laundry. Ducts for exhausting clothes dryers shall not be assembled with screws or other fastening means that extend into the duct and that would catch lint and reduce the efficiency of the exhaust system.

14. Drying and conditioning tumblers shall have a beacon LED rotary light (colored YELLOW) identifying end of drying cycle for the hearing impaired on both sides of the dryer. Dryer shall also have an audible alarm to indicate when drying cycle has ended.

15. Dryer shall be equipped with excess temperature sprinkler protection.

16. A flow alarm valve shall be installed in the fire suppression system and connected to a rotary LED beacon light (colored RED) and audible alarm, to be located on the dryer, to indicate if a fire exists in the dryer. A flow alarm valve shall be wired and installed in the fire suppression system and connected to the hospitals fire alarm system that will alert officials of a fire in the dryer.

17. Normal stop push buttons and emergency stop buttons shall be colored red. An illuminating (when activated) emergency stop button with legends shall be installed on the drying conditioning tumblers.

18. Drying conditioning tumbler shall be equipped with lockout/tag out for servicing and maintenance of equipment. Tags and locks shall be provided by the successful offeror.

19. Air intake and exhaust ductwork shall have easily accessible removable or hinged access panels installed for easy clean-out and manual fire fighting. Air intake and exhaust air ductwork shall be insulated and wrapped with colored PVC plastic covering with identification and flow markings.

20. All ductwork located outside the building shall be insulated, wrapped with aluminum jacketing, weatherproofed and sealed water-tight to protect from damage from the environment. All ductwork located outside shall be identified and have directional flow markings installed.

21. Dryer shall be equipped with one way tilting for loading and unloading of textiles.

22. Dryer shall be designed/equipped to prevent placement of objects under the tilting portion of the dryer.

23. Dryer shall be capable of being sling loaded from the new monorail system. The successful offeror shall be responsible to install any additional monorail spur, elevation or de-elevation device(s) to make the new dryer capable of being sling loaded.

24. Dryers shall be equipped with a manual override device to permit opening of the dryer door in case of a power failure.

25. Dryers shall be equipped with excess temperature cutout switches or relays and operating temperature controls.

26. Ductwork configuration shall meet the manufacturers recommended size and be cylindrical in design. The length of ductwork from dryer to outside the building shall not exceed 60 feet in length.

1. Tumblers shall have independent electronic ignition.

28. Include lock-out and tag-out requirements for equipment offered. Lock-out / tag-out devices shall be supplied by the successful offeror.

29. Provide 4-Plex receptacle for each equipment location for mechanics use.

30. An hour meter shall be installed on the dryer to show that actual run time of the dryer for maintenance.

**ITEM # 6**

**Staph Barrier Wall:** The successful bidder is responsible for design and installation of the existing and new staph barrier wall.

1. The wall up to the bottom of the roof trusses (approximately 15’) or bottom of any other supporting system, supported by structural glazed steel with rust resistant finish, shall be constructed of a Type 1, glass, laminated.

2. Fabricate 5/16 inch thick units of two panes of 1/8 inch thick glass laminated together with a .06 inch thick vinyl interlay.

3. Staph barrier wall materials above the bottom of the roof trusses shall be constructed of water and fire resistant dry wall (minimum 5/8 inch thick), and painted.

* 1. All doors in the staph barrier wall shall be fabricated of the same material as the glass portion of the wall and have a protective guard installed to prevent carts from damaging or breaking glass. Doors shall be provided with seals to prevent cross-contamination between the soiled and clean sides.

**General Installation Requirements:**

1. Existing utilities shall be utilized to meet the performance requirements of this specification. Connection points for the new washers shall be from the mechanical room to the new equipment. Steam connections shall be from the main stream header located in the laundry.

2. Should additional utilities be required, these utilities shall be the responsibility of the successful bidder. Utilities are electric, gas, water, steam and air.

3. All exposed utility/ductwork/piping systems and motors that are exposed to floor traffic shall be appropriately guarded and protected.

4. The successful offeror shall furnish all labor and materials necessary for storage and installation of new equipment. Installation shall include, but is not limited to:

a. All mounting holes will be utilized for anchoring equipment.

b. Any and all penetrations of walls, ceilings and floors for the installation or removal of electrical conduit, pipes, ductwork, liquid supply lines, communication wiring, etc. shall be sealed with a fire retardant material and shall match existing materials on both sides of the penetration. (e.g., concrete, wallboard, etc.).

c. If required for offered equipment, structural alterations to the building/staph barrier wall will be the responsibility of the successful offeror.

d. Successful offeror shall be responsible for all control wiring including disconnects, interconnections, and conduit. Interconnecting consists of all control wiring, all ductwork, interconnecting pieces of equipment and outside vents, all airlines, and all connections from VA supplied utilities.

e. All installation and/or modifications of utilities and building structures, as required, shall match existing materials.

f. All pipes, vents, drains, electrical boxes, ductwork, and conduit shall be new.

g. All pipes and ductwork shall be insulated. All conduits, air pipes and vents shall be painted. All insulation shall be wrapped with colored PVC plastic as indicated below. PVC covering shall be a minimum .020 thickness. Flow markings and identification of all pipes, vents, ductwork and airlines to equipment shall be appropriately marked with a minimum of two (2) inch letters. Spray-painting stencils is not acceptable.

Air Piping Painted Safety White (Blue identification/flow markings)

Air Intake Ductwork Safety White (Black/Yellow identification and flow markings)

Air Exhaust Ductwork Safety White (Black/Yellow identification and flow markings)

Hot Water Piping Safety White (Dark Brown identification and flow markings)

Tempered Water Piping Safety White (Tan identification and flow markings)

Reuse Water Safety White (Purple identification and flow markings)

Soft Water Safety White (Dark Gray identification and flow markings)

Vent pipe Painted Flat Black (White/Black identification and flow markings)

Drain Line Painted Flat Black (White/Black identification and flow markings)

Domestic water Safety White (White/Green identification and flow markings)

High Pressure Steam Safety White (Black/Yellow identification and flow markings)

Condensate Return Safety White (Black/Yellow identification and flow markings)

Medium Pressure Steam Safety White (Black/Yellow identification and flow markings)

Fire Suppression Piping Painted Bright Red (White/Red identification and flow markings)

Outside exposed ductwork Aluminum and sealed weather-proofed to protect from the environment

All conduits To match wall and ceiling colors

h. Installation of piping, sleeves, inserts, hangers and equipment for this project shall be in accordance with approved design drawings. Locate drains, piping, sleeves, inserts, hangers and equipment out of the way of windows, doors, openings, light outlets and other services and utilities. All piping shall be installed so as to comply with accepted national and local plumbing practices.

i. Holes through concrete and masonry shall be cut with diamond core or concrete saw.

j. Hole locations shall not adversely affect strength of structural sections such as ribs or beams. Repair of interior and exterior concrete services of existing drain troughs is required.

k. Holes shall be laid out in advance for review by appropriate medical center personnel.

l. If necessary to drill through structural sections, Engineering shall be contacted to determine the proper location.

m. Install gauges, thermometers, valves and other mechanical and electrical devices with due regard for ease of reading, operating and maintaining. Servicing shall not require dismantling of adjacent equipment, electric or pipe work.

n. Valve Tags: Furnish and install valve tags on all air, steam and water valves on equipment and connection points of the washer. Tags shall be engraved, black filled numbers and letters not less than ½ inch high for number designation and not less than ¼ inch for service designation on 19 gauge 1-1/2 inch round brass disc; tags shall be attached with brass hooks or brass chain.

1. Contractor shall provide two (2) valve lists on typed plastic coated cards, sized 8-1/2 inch X 11 inch showing tag number, valve type, valve function and location area of valve for each service or system to the designated COTR and inspectors.
2. Steam Trap Tags: Furnish and install all steam trap tags on equipment and connection points of the textile care processing equipment. Tags shall be engraved, black filled numbers and letters not less than ½ inch high for number designation and not less than ¼ inch for service designation on 19 gauge 1-1/2 inch round brass disc; tags shall be attached with brass hooks or brass chain.
3. Contractor shall provide two (2) steam trap lists on typed plastic coated cards, sized 8-1/2 inch X 11 inch showing tag number, manufacturer, function and area of control for each service or system, to the designated COTR and inspectors.

r. Equipment, motors, piping, vent/ductwork and any other components or materials shall be protected against physical damage from carts by guardrails.

s. Damaged equipment frame, doors, panels, cylinder, cylinder panels, control box etc. shall be placed in operating condition or returned to source of supply for repair or replacement, as determined by the inspectors or contracting officer.

5. A minimum clearance of 36 inches between moving parts and fixed objects and 24 inches between non-moving parts and fixed objects is required.

6. Belts, chains, pulleys, couplings, motor shafts, gears or other moving parts shall be fully guarded in accordance with OSHA 1910.219. Guard parts shall be rigid and suitably secured and be readily removable without disassembling the guarded unit.

**Electrical Installation:**

Installation shall be in accordance with the National Electrical Code (NEC).

**Electrical Identification:**

A. Nameplates - center on device, cover plate, or enclosure.

1. Use designations defined in the contract documents. Indicate loads served using designations from electrical schedules and designations from the trade furnishing the equipment served.

2. Lettering shall include name of equipment including the textile care processing equipment, the specific unit number, and any reference to ON/OFF or other instructions that are applicable.

3. All labeling shall be on laminated plastic nameplates.

4. Nameplates shall be laminated phenolic with a Blue surface and white core. Use 1/16-inch thick material for plates up to 2 inch X 4 inch. For larger sizes, use 1/8-inch thick material.

**Control, Communication and Signal Wiring Installation:**

A. Install a separate power supply circuit for equipment so that malfunction in any system will not affect other systems.

B. Install a red warning indicator and a lock-on device on the handle of the branch circuit breaker for the power supply circuit for equipment offered to prevent accidental de-energizing of the system.

**Plumbing Installation:**

Installation shall be in accordance with the National Standard Plumbing Code and the following:

A. General:

1. Pipe shall be round and straight. Cutting shall be done with proper tools. Except for plastic and glass, pipe shall be reamed to full size after cutting.

2. All pipe runs shall be laid out to avoid interference with other work.

3. Install valves with stem in horizontal position. All valves shall be easily accessible.

4. Pipe saddles shall be on the outside of all insulation and PVC coverings.

5. Pipe escutcheons will be used for all pipe penetrations through walls, floors and ceilings.

**TECHNICAL INDUSTRY STANDARDS**

The supplies or equipment required by this invitation for bid or request for proposal must conform to the standards of the following:

National Electrical Manufacturers Association (NEMA):

 A. MG1....Motors and Generators.

 B. MG2....Safety Standard for Construction and Guide for Selections, Installation and Use.

National Fire Protection Association (NFPA):

A. ALL NFPA Standards and codes

American National Standards Institute (ANSI): Z8.1-1972 Safety Requirements for Commercial Laundry and Dry Cleaning Operations.

Occupational Safety and Health Administration (OSHA): 29 CFR 1910.

**CITY, COUNTY, STATE, VA AND NATIONAL ENVIRONMENTAL, FIRE AND SAFETY REGULATIONS/STANDARDS.**

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. The seal or label of any nationally recognized laboratory such as those listed by the National Fire Protection Association, Boston, Massachusetts, in the current edition of their publication "Research on Fire," is acceptable. Proof may also be furnished in the form of a certificate from one of these laboratories certifying that the item(s) furnished have been tested in accordance with and conform to the specified standards.

**Technical Certificates of Compliance**: Technical certificates of compliance (applicable to the item of equipment furnished) shall be submitted at the time and place of inspection. (Note: Inspection will be conducted by VA after installation and shakedown is completed).

**Service Data Manual:**

(a) The successful bidder will supply two operation/service (maintenance) hard copy manuals with each piece of equipment and two CD copies. ***As a minimum, the manual(s) shall be bound and equivalent to the manual(s) provided the manufacturer's designated field service representative*** as well as comply with all the requirements in paragraphs (b) through (i) of this clause. Sections, headings and section sequence identified in (b) through (i) of this clause are typical and may vary between manufacturers. Variances in the sections, headings and section sequence, however, do not relieve the manufacturer of his/her responsibility in supplying the technical data called for therein.

(b) Title Page and Front Matter. The title page shall include the equipment nomenclature, model number, effective date of the manual and the manufacturer's name and address. If the manual applies to a particular version of the equipment only, the title page shall also list that equipment's serial number. Front matter shall consist of the Table of Contents, List of Tables, List of Illustrations and a frontispiece (photograph or line drawing) depicting the equipment.

(c) Section I, General Description. This section shall provide a generalized description of the equipment or devices and shall describe its purpose or intended use. Included in this section will be a table listing all pertinent equipment specifications, power requirements, environmental limitations and physical dimensions.

(d) Section II, Installation. Section II shall provide pertinent installation information. It shall list all input and output connectors using applicable reference designators and functional names as they appear on the equipment. Included in this listing will be a brief description of the function of each connector along with the connector type. Instructions shall be provided as to the recommended method of repacking the equipment for shipment (packing material, labeling, etc.)

(e) Section III, Operation. Section III will fully describe the operation of the equipment and shall include a listing of each control with a brief description of its function and step-by-step procedures for each operating mode. Procedures will use the control(s) nomenclature as it appears on the equipment and will be keyed to one or more illustrations of the equipment. Operating procedures will include any preoperational checks, calibration adjustments and operation tests. Notes, cautions and warnings shall be set off from the text body so they may easily be recognizable and will draw the attention of the reader. Illustrations should be used wherever possible depicting equipment connections for test, calibration, patient monitoring and measurements. For large, complex and/or highly versatile equipment capable of many operating modes and in other instances where the Operation Section is quite large, operational information may be bound separately in the form of an Operators Manual. The providing of a separate Operators manual does not relieve the supplier of his responsibility for providing the minimum acceptable maintenance data specified herein.

Where applicable, flow charts and narrative descriptions of software shall be provided. If programming is either built-in and/or user modifiable, a complete software listing shall be supplied. Equipment items with software packages shall also include diagnostic routines and sample outputs. Submission information shall be given in the Maintenance Section to identify equipment malfunctions which are software related.

(f) Section IV, Principles of Operation. This section shall describe in narrative form the principles of operation of the equipment. Circuitry shall be discussed in sufficient detail to be understood by technicians and engineers who possess a working knowledge of electronics and a general familiarity with the overall application of the devices. The circuit descriptions should start at the overall equipment level and proceed to more detailed circuit descriptions. The overall description shall be keyed to a functional block diagram of the equipment. Circuit descriptions shall be keyed to schematic diagrams discussed in paragraph (i) below. It is recommended that for complex or special circuits, simplified schematics should be included in this section.

(g) Section V, Maintenance. The maintenance section shall contain a list of recommended test equipment, special tools, preventive maintenance instructions and corrective information. The list of test equipment shall be that recommended by the manufacturer and shall be designated by manufacturer and model number. Special tools are those items not commercially available or those that are designed specifically for the equipment being supplied. Sufficient data will be provided to enable their purchase by VA. Preventive maintenance instructions shall consist of those recommended by the manufacturer to preclude unnecessary failures. Procedures and the recommended frequency of performance shall be included for visual inspection, cleaning, lubricating, mechanical adjustments and circuit calibration. Corrective maintenance shall consist of the data necessary to troubleshoot and rectify a problem and shall include procedures for realigning and testing the equipment. Troubleshooting shall include either a list of test points with the applicable voltage levels or waveforms that would be present under a certain prescribed set of conditions, a troubleshooting chart listing the symptom, probable cause and remedy, or a narrative containing sufficient data to enable a test technician or electronics engineer to determine and locate the probable cause of malfunction. Data shall also be provided describing the preferred method of repairing or replacing discrete components mounted on printed circuit boards or located in areas where special steps must be followed to disassemble the equipment. Procedures shall be included to realign and test the equipment at the completion of repairs and to restore it to its original operating condition. These procedures shall be supported by the necessary waveforms and voltage levels, and data for selecting matched components. Diagrams, either photographic or line, shall show the location of printed circuit board mounted components.

(h) Section VI, Replacement Parts List. The replacement parts list shall list, in alphanumeric order, all electrical/electronic, mechanical and pneumatic components, their description, value and tolerance, true manufacturer and manufacturers' part number.

(i) Section VII, Drawings. Wiring and schematic diagrams shall be included. The drawings will depict the circuitry using standard symbols and shall include the reference designations and component values or type designators. Drawings shall be clear and legible and shall not be engineering or productions sketches.

**COMMERCIAL INTERIM PAYMENT**

(a) Definition: A commercial interim payment is a payment given to the contractor after some work has been done. For the purposes of this contract, delivery of the equipment shall constitute "some work done".

(b) Upon delivery of the equipment, the contractor is entitled to a single interim payment consisting of 80 percent of the purchase price. To receive the interim payment, the contractor shall submit an invoice in the amount of the equipment purchase price. The invoice shall be submitted in accordance with 52.212-4, Contract Terms and Conditions -- Commercial Items, paragraph (g) and the invoice submission instructions provided above.

(c) Verification of the contractor's entitlement to the interim payment shall be accomplished by the medical center providing to the contracting officer a receiving report confirming receipt of the equipment. Upon receipt of the receiving report and the contractor's properly submitted invoice, the contracting officer shall authorize and process the 80 percent interim payment.

(d) The Government shall retain the remaining 20 percent of the purchase price until such time as the installation has been completed and the Government has inspected and accepted the installed equipment.

(e) Commercial interim payments are contract financing payments for prompt payment purposes and therefore are not subject to the interest penalty provisions of the Prompt Payment Act.

**ACCEPTANCE PROCEDURES**

Prior to acceptance of the goods or services provided under this contract, inspection and testing will be performed by Textile Care Quality Assurance Specialist's, VACO in accordance with this clause. For purposes of determining the payment due date under this contract, and for no other purpose, the date of acceptance of the goods or services provided under this contract shall be the actual date of acceptance by the Government or the number of days after request for inspection indicated herein, whichever is earlier, provided delay in acceptance is not the fault of the contractor.

(a) Upon completion of installation the equipment will be turned over to the hospital for use.  The contractor shall furnish, upon completion of installation, a written notice of readiness for inspection to the Contracting Officer, VA National Acquisition Center (NAC). Final acceptance of the equipment and installation will be based upon an inspection and test to be performed at Government expense within thirty (30) calendar days from date of receipt of request for inspection.  If equipment passes inspection or if acceptance inspection is not conducted within thirty (30) calendar days from date of receipt of request for inspection, the Government shall accept installation with guarantee date commencing with date of receipt of notification for inspection.  Use of the equipment during the period between completion of installation and inspection and/or inspection and reinspection shall not negate the right on the part of the Government to reject the equipment, should it fail, nor to preclude default action against the contractor in the event of failure to correct deficiencies.

(b) In the event the equipment is rejected, contractor will be advised as to deficiencies which were cause for rejection.  It shall be contractor's responsibility to correct reported deficiencies and to advise the Contracting Officer when all corrections have been made and equipment is ready for re-inspection. Re-inspection(s) will be performed by VA Asset Management Service, Textile Care Quality Assurance Specialist's with all costs incurred chargeable to the contractor's account.

(c) If deficiencies found at the time of inspection are corrected within fourteen (14) calendar days from date of notice of rejection, date of acceptance will be the date notice of readiness for the original inspection is received by the Contracting Officer. If corrections are not accomplished within 14 days, the guarantee commencement date shall then be the date notice of readiness for reinspection is received by the Contracting Officer preceding final acceptance.

(d) If acceptance has been made and guarantee period established due to the failure of the Government to perform the inspection within the specified time, this does not waive the rights of the Government to perform an inspection (at the Government's expense) nor does it waive the right of the Government to perform reinspections, if deficiencies are noted, with costs incurred chargeable to the contractor's account. Acceptance of the equipment due to the failure of the Government to perform the inspection within the specified time shall not negate the right on the part of the Government to exercise its rights under the Termination for Cause provisions of the contract in the event the contractor fails to correct the reported deficiencies.

**EVALUATION - COMMERCIAL ITEMS**

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

1. Technical Capability. The Government will evaluate how well the proposed system design meets the requirement as described in the specifications. The Government will evaluate this capability on the basis of information obtained from the offeror, such as descriptive literature and the technical proposal. The Government may also use any relevant information in its possession or in the public domain. Ability to provide functions that are not required by the specifications but described as “preferred” may increase an offer’s rating for this factor.

2. Price. The Government will evaluate the offeror’s proposed price.

1. Quality/Past Performance. The Government will evaluate the offeror's reputation for quality and past performance. By quality and past performance the Government means the offeror's reputation for conforming to specifications and to standards of good workmanship; the offeror's reputation for adherence to contract schedules, including both technical and administrative aspects of performance. The Government will evaluate quality/past performance on the basis of information that may be obtained from the offeror, such as previous commercial and Government contracts. The Government may also use any relevant information in its possession or in the public domain.

4. Work plan. Phasing of the work and schedule for completion are important factors that will be evaluated. Production down time must be kept to a minimum. Bidder’s ability to keep the laundry up and running to the maximum extent is an important consideration. Likewise, time is of the essence. Bidder’s ability to furnish and install the new equipment in a timely fashion is an important consideration as well.

(b) The individual factors are considered to be of equal importance; therefore the non-price factors of technical capability and past performance, when combined, are significantly more important when compared to 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 offers 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.

TIME OF DELIVERY

Delivery shall be made within 120 calendar days after award. The required delivery date will be annotated on each individual delivery order. Delivery dates specified on delivery orders may be adjusted by the contracting officer to coincide with the date the hospital will be ready to receive installation. The contracting officer will advise the contractor of the new delivery date at least 45 days prior to the original or adjusted delivery dates.

Truck Delivery: Truck delivery is accepted 8:00 a.m. to 2:30 p.m., local time, Monday through Friday, excluding Federal holidays.

**GUARANTEE**

The contractor guarantees the equipment against defective material, workmanship and performance for a period of two years, said guarantee to run from date of acceptance of the equipment by the Government. The contractor agrees to furnish, without cost to the Government, replacement of all parts and material which are found to be defective during the guarantee period. Replacement of material and parts shall be furnished to the Government at the point of installation, if installation is within the continental United States, or f.o.b. the continental U.S. port to be designated by the contracting officer if installation is outside of the continental United States. Cost of installation of replacement material and parts shall be borne by the contractor.

**SERVICE**

(a) Service during the guarantee period shall be provided within 24 hours of notice from the Chief, Acquisition and Materiel Management Service or his/her designated representative. A routine service request will be issued upon any failure which degrades system performance.

(b) Emergency service by a qualified technician must be provided within 24 hours of notification. Telephone response does not satisfy this requirement. An emergency service request will be issued upon any failure which prevents systems operation and disrupts continued patient care.

(c) Prior to and during the guarantee period, service at other than normal working hours (8:00 a.m. - 5:00 p.m., excluding weekends and holidays), if at the request of the hospital, will be charged at an hourly rate which is the difference between current regular rate and overtime rate. Otherwise, all services shall be performed at no charge to the Government during this period.

**AVAILABILITY OF PARTS AND SERVICE**

The contractor guarantees availability of servicing and replacement parts directly from the contractor and/or through standard commercially available distribution channels at standard commercially available distribution costs (or better), for a period of ten (10) years after date of acceptance.

**GUARANTEED OPERATIONAL UPTIME**

Equipment must be operable and available for use 95% of the normal operational time. Operational time is 6 a.m. to 5:30 p.m. Repairs are to be made during normal work hours. Downtime will be computed from notification during normal work hours. Scheduled maintenance will be excluded from downtime. (Normal work hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding national holidays for the VA hospitals.) Failure to meet this requirement during any calendar month period shall be cause for an extension of the guarantee by twice the down time. Failure to meet this requirement for three consecutive months shall be grounds for default action.

Refusal of access to the equipment indicates that the equipment is up and running and time will not be considered when determining downtime. Refusal of access to the equipment voids the service request.

**PERSONS AUTHORIZED TO MAKE CONTRACT CHANGES**

The Contracting Officer is the **ONLY** individual authorized to approve any change in the contract which shall result in an increase or decrease of the contract price or which shall in any way change the terms or conditions of the contract.

**INSTALLATION**

(a) The contractor shall be responsible for determination of and compliance with federal and state or local code requirements, design data, and other factors necessary to design and install the system at each location.

(b) The contractor shall verify the location of extant utilities and shall specify any additional utilities required or any utilities which require relocation or removal. Contractor shall connect to designated utilities in a manner conforming to a nationally recognized code and at a time satisfactory to minimize or preclude disruption to existing functions or clinical services. Contractor shall provide at least two business days notice to the government's on-site representative prior to installation or modification of or connection to utilities. Cables and connections to the hospital-furnished telephone system, if required, are the responsibility of the contractor.

(c) Rigging and special handling costs, if required to move the equipment from dock area to the installation site within the consignee's premises, shall be borne by the contractor.

(d) Contractor is responsible for uncrating of the equipment and removal of associated refuse. The contractor shall remove rubbish and debris from the site daily, unless otherwise directed. Burning is not acceptable. The contractor shall store all materials which cannot be removed daily in an area to be specified by the Contracting Officer’s Technical Representative.

(e) The contractor shall be responsible for installation, which consists of assembling, positioning, and mounting of all equipment listed on the delivery order and connections of all cables. The contractor is responsible for furnishing and pulling all interconnecting wiring and cabling, including wiring and cabling to be pulled through conduit and raceways. It is the responsibility of the equipment contractor to install junction boxes; wall/ceiling mounts and support structures it has supplied. The contractor shall be responsible for furnishing all conduit and raceways.

(f) The equipment contractor must provide qualified field engineers or technicians to install and conduct all necessary tests which shall begin within (10) ten days after receipt of notice to proceed from the Contracting Officer.

(g) It shall be the contractor's responsibility to inform the Contracting Officer and Contracting Officer’s Technical Representative of any problems as they occur in connection with installation or which shall affect optimum performance once installation is completed. Such matters as inadequacy of power supply, limitations of site or inadequate preparation of site shall be reported prior to start of installation. Installation shall not proceed under such circumstances until authorized by the Contracting Officer.

(h) Once installation is started, it shall be continuous, eight (8) hours per day. Compliance with this requirement shall be manifest by the continuous presence of the engineers or technicians on the job site during the daily working period. Installation shall be continuous, without interruption, until all installation and testing work has been completed. The contractor must provide the physical movement of the equipment from the storage point at final destination, to the area of installation, and the uncrating of the equipment.

(i) In the event that progress of the installation is interrupted through no fault of the contractor, the continuous installation referenced in the preceding paragraphs may be terminated until such time as the cause of delay has been eliminated, and then shall be resumed within twenty-four (24) hours after the contractor has been notified that work may again proceed. Such termination of continuous installation shall be made only after notice has been given to the Contracting Officer. Contractor must notify the Contracting Officer within 48 hours of termination of installation.

**TRAINING OF OPERATING PERSONNEL**

(a) The price quoted shall include contractor responsibility for providing on-site orientation and training of using personnel in operation and care of the equipment furnished. This training shall include actual demonstration and operation of the equipment, preventive maintenance, and any adjustments or other actions which may be undertaken by operating personnel in the event of failure of equipment, provided that such adjustment or action shall in no way jeopardize the Government's rights under contract guarantee clause. Upon completion of installation, this training shall be given by qualified contractor representatives on a date to be determined by the Contracting Officer’s Technical Representative. Operator and maintenance training shall not be conducted concurrently.

(b) The contractor shall consult with the Contracting Officer’s Technical Representative or person acting in that capacity regarding the time this training will begin. These officials will be responsible for arranging for the presence of personnel to be trained.

***Technical Volume Contents***

Offerors shall provide information as described below. Failure to submit complete information in the manner described below for either the Business or Technical Proposal may be considered a "no response" and exclude the proposal from further consideration.

The offeror shall submit its proposal in two volumes in the format and quantities described below:

 VOLUME VOLUME TITLE NUMBER OF COPIES

 I BUSINESS 2

 II TECHNICAL 5

The volumes shall be submitted in a sealed envelope or box. The envelope shall be addressed to the office specified in the solicitation and shall show the time specified for receipt, the solicitation number, and the name and address of the offeror.

1. Business Volume Content. The Business volume shall contain:
2. **Pricing Proposal**: The offeror's pricing proposal, consisting of a properly completed and signed solicitation document as specified in Block 28 of Standard Form 1449. Offerors shall complete Blocks 30a, 30b, and 30c of the Standard Form 1449, and complete all certifications contained in Part VII, Offeror’s Representations and Certifications. All cost or price information shall be included in the pricing proposal. The offeror’s DUNS number must be shown on the SF 1449.

(2) **Technical Volume Content**: No cost or price information shall be included in the Technical Proposal. Technical proposal should list the offeror’s capability to meet each specification, especially if the descriptive literature does not contain the required information. The offeror shall provide:

1. **Textile Care Processing Equipment Layout Drawings (for information only):** Submit descriptive literature, technical proposals, and 1/8-inch scale drawings of the layout of the textile care processing equipment offered. Drawings shall include adjacent equipment from original as-build drawings supplied by VA personnel to show that equipment offered will fit into the location or space available.
2. **Written Narratives Outlining the Work Flow (for information only)**: Written narratives outlining the work flow must show that there are no bottlenecks with equipment offered that will affect overall production. Offeror is required to submit a description of removal and installation work schedule and phasing plan with sufficient detail to enable VA to determine the effect on production and operations that this project will have. It is critical to the VA to have as little down time as possible. The laundry operates an 8-hour day shift, Monday through Friday.
3. **Descriptive Literature (for evaluation):** Descriptive literature means information (e.g., cuts, illustrations, drawings and brochures) that is submitted as part of a technical proposal. Descriptive literature is required to establish, for the purpose of evaluation, details of the product offered that are specified in "Performance Specifications", and pertain to significant elements such as design, materials, components, performance characteristics, and methods of manufacture, assembly, construction, or operation.

For the purpose of determining technical acceptability, descriptive literature must be identified **(Highlighted)** to show the appropriate model and type and all component items for functions offered and clearly show that the item(s) offered are in compliance with these specifications.

Performance capabilities shall be listed for all offered equipment. Identify in the submitted technical data where these capabilities are described. The statement "COMPLIES" is not acceptable.

1. **Model Numbers, Etc (for evaluation):** Offeror/offeror must indicate on a separate document, the name of the manufacturer, model and/or catalog number (Highlighted), quantity, and a description of each offered product and/or components.
2. Training Materials and Videos (for information only, not to be evaluated). The offeror shall submit a list of the training materials and training videos to be provided for this solicitation.
3. The schedule of preventive maintenance (for information only): The offeror shall submit a list of preventive maintenance for the system offered which shall be performed during the guarantee period. The offeror shall describe the frequency and duration of downtime required for scheduled preventative hardware maintenance.
4. **Information on the number of service technicians (for information only):**, The offeror shall state the number of service technicians available in the service region/area and location of the nearest service base. The offeror shall state whether a help desk, toll free number, a 24-hour “Hot Line”, or modem support is available. The offeror shall describe the procedures, telephone numbers and contact personnel for reporting system trouble. ***Any additional cost for these services shall be detailed in the offeror’s business proposal.***
5. **Listing of the consumables (for information only):** The offeror shall submit a listing of consumables used by the equipment by part number and quantity.
6. **Commercial Operation**: On a separate document, bidder shall provide the following information for equipment offered:
7. Appropriate "Purchase Description" and specific model number, type, and class offered.
8. Past Performance/Prior Experience Information (to determine vendor responsibility only). For each of its five most recently completed contracts of comparable scope and dollar value, the offeror shall submit the following:

1. Contract number

2. Customer point of contact

3. Locations where equipment installed

4. Type and model of equipment installed

5. When the system was installed

6. Purchase price of the system

j. **Work Schedule and Phasing Plan:** Successful offeror is required to submit a description of the demolition and installation work schedule and phasing plan with sufficient detail to enable VA to determine the effect on production and operations that this project will have.

3. Commercial Operation Certification: The offeror/bidder hereby certifies that the equipment offered herein is in compliance with "Commercial Operation" provisions as stated above.

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 (Signature) (Title) (Date)

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 (Company Name)

4. **Parts and Service:** Successful offeror/bidder is fully responsible for the parts and services to be provided.

5. **Repair Parts Availability**: - Manufacturers Certification: On a separate document the manufacturer of equipment offered shall certify that, in the event of award, repair parts for equipment furnished will be available for a minimum of ten (10) years after the guarantee commencement date. Certification document shall include:

a. Appropriate "Purchase Description" and specific model number/type offered.

b. Manufacturer's signature, title and date signed.

1. Manufacturers company name, address, and telephone number.

**The Testing and Evaluation Process**

**Washer Extractors:**

1. Washer extractors will be tested using Sheets.

2. Sheets will be weighed to determine the bone dry starting weight.

3. Washers will be loaded to full capacity based on 5.7 pounds per cubic foot of cylinder space.

4. Washers will be filled to the maximum capacity of water and rinsed for five (5) minutes using no chemicals.

5. After the five (5) minute rinse, washers will extract for normal extraction time of eight (8) minutes.

6. At the end of the extraction time, the sheets will be weighed to determine the amount of moisture retention.

7. No more then thirty five (35) percent moisture will be accepted at the end of the extraction period.

8. A visual and functional inspection will be performed on the equipment. This will include:

a. Checking for leaks. (steam, water and air)

b. Electrical connections.

c. Brake adjustments.

d. Proper installation of the equipment.

e. Belt adjustments and wear.

f. Liquid supply lines and connections.

g. Venting.

h. Safety hazards and conditions. (guards)

i. Poor welds.

j. Rust on washer housing or inside cylinders.

k. Anchoring of equipment.

l. Pipe insulation and coverings with identification and directional flow markings.

m. Capability of being sling loaded.

n. Washer loading platforms.

o. Microprocessor controls.

9. Washer extractor must meet production requirements as specified in the solicitation.

**Continuous Tunnel Washing System :**

1. The Continuous tunnel washing system will be tested using all classifications of textiles currently in use by the laundry facility.

2. Sling bags will be filled to match chamber sizes. The amount of each classification is determined by the break down stated in the solicitation.

3. Sling bags will be set on storage rails by classification.

4. The continuous wash system will pick the slings, using a computer system, in order of classifications automatically without manual attention.

5. The continuous wash system will have all chambers loaded, including two cakes of linen on the dryer shuttle.

6. Timing of the system to meet production requirements will begin as the first dryer load starts to dry and end when the last sling load empties on to the dryer take away conveyor.

7. The system will run automatically and continuously for two (2) hours with no more then 4 system faults. This includes sling storage, automatic sling call off, automatic sling loading and sling closures,

**Failure to meet the production requirements or more then four (4) system faults will be cause for rejection of the system. This includes loading, washing, press time, transfer time, drying and discharge to dryer flat belt conveyor.**

8. A visual and functional inspection will be performed on the equipment as specified in the solicitation. This will include:

a. Checking for leaks. (steam, water, hydraulics)

b. Loose electrical connections.

c. Press functions.

d. Proper installation of the equipment.

e. Belt adjustments and wear.

f. Liquid supply lines and connections.

g. Venting.

h. Safety hazards and conditions. (guards)

i. Poor welds.

j. Rust on washer housing or inside cylinders.

k. Anchoring of equipment.

l. Pipe insulation and PVC coverings with identification and directional flow markings.

m. Capability of being sling loaded.

n. Microprocessor controls.

o. Automation of the system.

**Production Drying and Conditioning Tumblers:**

1. Drying and conditioning tumblers will be tested using towels currently in use by the medical center.

2. Towels will be weighed to the full capacity of the dryer being tested based on 2.96 pounds per cubic foot, to determine the bone dry starting weight.

3. Towels will be loaded into a washer extractor and filled to the maximum capacity of water using a temperature of not more then 120 degrees Fahrenheit and rinsed for five (5) minutes using no chemicals..

4. After the five (5) minute rinse, washers will extract for normal extraction time of eight (8) minutes.

5. At the end of the extraction time, towels will be weighed to determine the amount of moisture retention.

6. Towels will be loaded to full capacity of the dryer being tested.

7. The amount of moisture will be subtracted from the starting dry weight and divided by the evaporation rate to determine the time frame needed to remove the moisture.

8. Dryers will remove the following amounts of moisture based on the size and heating of the dryer to within one half (1/2) of one (1) percent of the original dry weight:

 **SIZE Evaporation**

**Minimum**

**Dry weight Water evaporated**

**capacity Per minute**

**(pounds) Type of Heat Minimum (pounds)**

 150 – 200 Steam 5

 150 – 200 Natural Gas / Propane 10

 300 – 400 Steam 5.5

 300 – 400 Natural Gas / Propane 15

 500 – 600 Steam 5.5

 500 – 600 Natural Gas / Propane 15

9. A visual and functional inspection will be performed on the equipment. This will include:

a. Checking for leaks. (steam, gas and air)

b. Loose electrical connections.

c. Tilting / pass through operation.

d. Proper installation of the equipment.

e. Cylinder rollers, belt adjustments.

f. Cylinder panels and non-stick coating.

g. Gas venting.

h. Safety hazards and conditions. (guards)

i. Poor welds.

j. Exhaust and air intake.

k. Anchoring of equipment.

l. Pipe insulation with PVC coverings, identification and directional flow markings.

m. Ductwork insulation with PVC coverings, identification and directional flow markings.

n. Capability of being sling loaded.

o. Dryer discharge.

p. Easy access to fire access doors in the ductwork.

q. Microprocessor controls.

r. Ergonomics for loading / unloading of dryers.

s. Platforms for loading / unloading (if required).

10. Drying and Conditioning Tumbler must meet production requirements as specified in the solicitation.

**Production Flat work Ironing System:**

1. Flat work ironing system will be tested as a system using four (4) categories of textiles. Four (4) separate tests will be performed. Bed sheets will be used for the large piece test, pillowcases will be used for the small piece test, surgical wraps that are currently being used at the medical center for the drape stack and two (2) lane test.

2. Items being tested will be weighed to determine the bone dry starting weight.

3. Items will be loaded into a washer extractor and filled to the maximum capacity of water using a temperature of not more then 120 degrees Fahrenheit and rinsed for five (5) minutes using no chemicals..

4. After the five (5) minute rinse, washers will extract for normal extraction time of eight (8) minutes.

5. At the end of the extraction time, the test items will be weighed to determine the amount of moisture retention.

6. Test items will be laid out in advance for the test. The tests will consist of five (5) one (1) minute tests to allow the contractor to make adjustments to the system. For each of the four (4) tests performed, all five (5) must meet the requirements of production that include quantity of items being fed into the system, moisture retention not to exceed two (2) percent moisture remaining from the original dry weight and quality of folds. Folds will be square with no tails in excess of one quarter (1/4) inch on any one side and no more then one half (1/2) inch on the third cross fold. No more then two (2) percent bad folds will be excepted.

7. A visual and functional inspection will be performed on the ironing system. This system includes a Combination spreader feeding machine, flat work ironer, combination folder cross folder with small piece options and a sheet stacker with conveyor. This will include:

a. Checking for leaks. (steam, condensate and air)

b. Loose electrical connections.

c. Proper installation of the equipment.

d. Chest and chest rolls, belt adjustments.

e. Safety hazards and conditions. (guards)

f. Poor welds.

g. Exhaust system.

h. Anchoring of equipment.

i. Pipe insulation with PVC coverings, identification and directional flow markings.

j. Ductwork insulation with PVC coverings, identification and directional flow markings.

k. Easy access to fire access doors in the ductwork.

l. Lubrication.

m. Microprocessor controls.

**Garment Tunnel Finisher:**

1. Garment finishing system will be tested as a system using four (4) categories of linen. Shirts, trousers, smocks and coats will be used for testing.

2. Items will be loaded into a washer extractor and filled to the maximum capacity of water using a temperature of not more then 120 degrees Fahrenheit and rinsed for five (5) minutes using no chemicals..

3. After the five (5) minute rinse, washers will extract for normal extraction time of eight (8) minutes.

4. At the end of the washer extraction time, the test items will be hung on hangers and loaded on the loading conveyor of the garment finisher.

5. The garment finisher will be set for the appropriate hook speed as indicated in the solicitation.

6. Garments will pass through the steaming and drying chambers and automatically discharge to a slick rail without falling off hangers or jamming conveyor.

7. Garments will be dry and wrinkle free at the discharge end of the finisher.

8. A visual and functional inspection will be performed on the garment finishing system. This will include:

a. Checking for leaks. (steam, condensate, gas)

b. Electrical connections.

c. Proper installation of the equipment.

d. Safety hazards and conditions. (guards)

e. Poor welds.

f. Exhaust system.

g. Anchoring of equipment.

h. Pipe insulation with coverings, identification and directional flow markings.

i. Ductwork insulation with coverings, identification and directional flow markings.

j. Easy access to fire access doors in the ductwork.

k. Lubrication.

l. Microprocessor controls.

m. Lint screens.

**Small Piece Folding Machine:**

1. Small piece folding machine will be tested using five (5) categories of linen. Towels currently being used at the medical center, pajama tops, pajama bottoms, bed pads and bibs will be used for testing.

2. The small piece folder will be capable of folding items in quarter (1/4) folds, half (1/2) folds and thirds (1/3).

3. Items will be folded square and stacked neatly with no more then one half (1/2) inch on the end fold.

4. The small piece folder shall be capable of stacking items in stacks of 5’s, 10’s, 15’s and 20’s and conveying the folded items to the feeder without falling.

5. A visual and functional inspection will be performed on the small piece folder. This will include:

a. Checking for leaks. (air)

b. Loose electrical connections.

c. Proper installation of the equipment.

d. Safety hazards and conditions. (guards)

e. Lubrication.

f. Microprocessor controls.

**Cart Washer:**

1. The cart washing system shall automatically transport carts through the washer to the cart make up area and have a minimum capacity of washing and drying the amount of carts per hour as specified in the solicitation.

2. Carts must be thoroughly washed and dried in the required time frame.

3. A visual and functional inspection will be performed on the cart washing system. This will include:

a. Checking for leaks. (air intake, exhaust, water)

b. Electrical connections.

c. Proper installation of the equipment.

d. Safety hazards and conditions. (guards)

e. Poor welds.

f. Exhaust system.

g. Anchoring of equipment.

h. Pipe insulation with PVC coverings, identification and directional flow markings.

i. Ductwork insulation with PVC coverings, identification and directional flow markings.

j. Easy access to fire access doors in the ductwork.

k. Lubrication.

l. Microprocessor controls.

m. Piping from the pit area.

n. Complete separation from soil area and clean area.

**Miscellaneous:**

1. An operational and functional inspection of the entire textile care facility will be accomplished to ensure compliance with the performance requirements of the solicitation and applicable codes. This will include mechanical rooms and systems, mono-rail systems, conveyor systems, water storage and pumping systems, flow rack storage and operation, carts, textile management computer systems, energy monitor systems, communication systems, liquid supply system, textile storage areas.

**The Testing and Evaluation Process**

**Washer Extractors:**

1. Washer extractors will be tested using Sheets.

2. Sheets will be weighed to determine the bone dry starting weight.

3. Washers will be loaded to full capacity based on 5.7 pounds per cubic foot of cylinder space.

4. Washers will be filled to the maximum capacity of water and rinsed for five (5) minutes using no chemicals.

5. After the five (5) minute rinse, washers will extract for normal extraction time of eight (8) minutes.

6. At the end of the extraction time, the sheets will be weighed to determine the amount of moisture retention.

7. No more then thirty five (35) percent moisture will be accepted at the end of the extraction period.

8. A visual and functional inspection will be performed on the equipment. This will include:

a. Checking for leaks. (steam, water and air)

b. Electrical connections.

c. Brake adjustments.

d. Proper installation of the equipment.

e. Belt adjustments and wear.

f. Liquid supply lines and connections.

g. Venting.

h. Safety hazards and conditions. (guards)

i. Poor welds.

j. Rust on washer housing or inside cylinders.

k. Anchoring of equipment.

l. Pipe insulation and coverings with identification and directional flow markings.

m. Capability of being sling loaded.

n. Washer loading platforms.

o. Microprocessor controls.

9. Washer extractor must meet production requirements as specified in the solicitation.

**Continuous Tunnel Washing System :**

1. The Continuous tunnel washing system will be tested using all classifications of textiles currently in use by the laundry facility.

2. Sling bags will be filled to match chamber sizes. The amount of each classification is determined by the break down stated in the solicitation.

3. Sling bags will be set on storage rails by classification.

4. The continuous wash system will pick the slings, using a computer system, in order of classifications automatically without manual attention.

5. The continuous wash system will have all chambers loaded, including two cakes of linen on the dryer shuttle.

6. Timing of the system to meet production requirements will begin as the first dryer load starts to dry and end when the last sling load empties on to the dryer take away conveyor.

7. The system will run automatically and continuously for two (2) hours with no more then 4 system faults. This includes sling storage, automatic sling call off, automatic sling loading and sling closures,

**Failure to meet the production requirements or more then four (4) system faults will be cause for rejection of the system. This includes loading, washing, press time, transfer time, drying and discharge to dryer flat belt conveyor.**

8. A visual and functional inspection will be performed on the equipment as specified in the solicitation. This will include:

a. Checking for leaks. (steam, water, hydraulics)

b. Loose electrical connections.

c. Press functions.

d. Proper installation of the equipment.

e. Belt adjustments and wear.

f. Liquid supply lines and connections.

g. Venting.

h. Safety hazards and conditions. (guards)

i. Poor welds.

j. Rust on washer housing or inside cylinders.

k. Anchoring of equipment.

l. Pipe insulation and PVC coverings with identification and directional flow markings.

m. Capability of being sling loaded.

n. Microprocessor controls.

o. Automation of the system.

**Production Drying and Conditioning Tumblers:**

1. Drying and conditioning tumblers will be tested using towels currently in use by the medical center.

2. Towels will be weighed to the full capacity of the dryer being tested based on 2.96 pounds per cubic foot, to determine the bone dry starting weight.

3. Towels will be loaded into a washer extractor and filled to the maximum capacity of water using a temperature of not more then 120 degrees Fahrenheit and rinsed for five (5) minutes using no chemicals..

4. After the five (5) minute rinse, washers will extract for normal extraction time of eight (8) minutes.

5. At the end of the extraction time, towels will be weighed to determine the amount of moisture retention.

6. Towels will be loaded to full capacity of the dryer being tested.

7. The amount of moisture will be subtracted from the starting dry weight and divided by the evaporation rate to determine the time frame needed to remove the moisture.

8. Dryers will remove the following amounts of moisture based on the size and heating of the dryer to within one half (1/2) of one (1) percent of the original dry weight:

 **SIZE Evaporation**

**Minimum**

**Dry weight Water evaporated**

**capacity Per minute**

**(pounds) Type of Heat Minimum (pounds)**

 150 – 200 Steam 5

 150 – 200 Natural Gas / Propane 10

 300 – 400 Steam 5.5

 300 – 400 Natural Gas / Propane 15

 500 – 600 Steam 5.5

 500 – 600 Natural Gas / Propane 15

9. A visual and functional inspection will be performed on the equipment. This will include:

a. Checking for leaks. (steam, gas and air)

b. Loose electrical connections.

c. Tilting / pass through operation.

d. Proper installation of the equipment.

e. Cylinder rollers, belt adjustments.

f. Cylinder panels and non-stick coating.

g. Gas venting.

h. Safety hazards and conditions. (guards)

i. Poor welds.

j. Exhaust and air intake.

k. Anchoring of equipment.

l. Pipe insulation with PVC coverings, identification and directional flow markings.

m. Ductwork insulation with PVC coverings, identification and directional flow markings.

n. Capability of being sling loaded.

o. Dryer discharge.

p. Easy access to fire access doors in the ductwork.

q. Microprocessor controls.

r. Ergonomics for loading / unloading of dryers.

s. Platforms for loading / unloading (if required).

10. Drying and Conditioning Tumbler must meet production requirements as specified in the solicitation.

**Production Flat work Ironing System:**

1. Flat work ironing system will be tested as a system using four (4) categories of textiles. Four (4) separate tests will be performed. Bed sheets will be used for the large piece test, pillowcases will be used for the small piece test, surgical wraps that are currently being used at the medical center for the drape stack and two (2) lane test.

2. Items being tested will be weighed to determine the bone dry starting weight.

3. Items will be loaded into a washer extractor and filled to the maximum capacity of water using a temperature of not more then 120 degrees Fahrenheit and rinsed for five (5) minutes using no chemicals..

4. After the five (5) minute rinse, washers will extract for normal extraction time of eight (8) minutes.

5. At the end of the extraction time, the test items will be weighed to determine the amount of moisture retention.

6. Test items will be laid out in advance for the test. The tests will consist of five (5) one (1) minute tests to allow the contractor to make adjustments to the system. For each of the four (4) tests performed, all five (5) must meet the requirements of production that include quantity of items being fed into the system, moisture retention not to exceed two (2) percent moisture remaining from the original dry weight and quality of folds. Folds will be square with no tails in excess of one quarter (1/4) inch on any one side and no more then one half (1/2) inch on the third cross fold. No more then two (2) percent bad folds will be excepted.

7. A visual and functional inspection will be performed on the ironing system. This system includes a Combination spreader feeding machine, flat work ironer, combination folder cross folder with small piece options and a sheet stacker with conveyor. This will include:

a. Checking for leaks. (steam, condensate and air)

b. Loose electrical connections.

c. Proper installation of the equipment.

d. Chest and chest rolls, belt adjustments.

e. Safety hazards and conditions. (guards)

f. Poor welds.

g. Exhaust system.

h. Anchoring of equipment.

i. Pipe insulation with PVC coverings, identification and directional flow markings.

j. Ductwork insulation with PVC coverings, identification and directional flow markings.

k. Easy access to fire access doors in the ductwork.

l. Lubrication.

m. Microprocessor controls.

**Garment Tunnel Finisher:**

1. Garment finishing system will be tested as a system using four (4) categories of linen. Shirts, trousers, smocks and coats will be used for testing.

2. Items will be loaded into a washer extractor and filled to the maximum capacity of water using a temperature of not more then 120 degrees Fahrenheit and rinsed for five (5) minutes using no chemicals..

3. After the five (5) minute rinse, washers will extract for normal extraction time of eight (8) minutes.

4. At the end of the washer extraction time, the test items will be hung on hangers and loaded on the loading conveyor of the garment finisher.

5. The garment finisher will be set for the appropriate hook speed as indicated in the solicitation.

6. Garments will pass through the steaming and drying chambers and automatically discharge to a slick rail without falling off hangers or jamming conveyor.

7. Garments will be dry and wrinkle free at the discharge end of the finisher.

8. A visual and functional inspection will be performed on the garment finishing system. This will include:

a. Checking for leaks. (steam, condensate, gas)

b. Electrical connections.

c. Proper installation of the equipment.

d. Safety hazards and conditions. (guards)

e. Poor welds.

f. Exhaust system.

g. Anchoring of equipment.

h. Pipe insulation with coverings, identification and directional flow markings.

i. Ductwork insulation with coverings, identification and directional flow markings.

j. Easy access to fire access doors in the ductwork.

k. Lubrication.

l. Microprocessor controls.

m. Lint screens.

**Small Piece Folding Machine:**

1. Small piece folding machine will be tested using five (5) categories of linen. Towels currently being used at the medical center, pajama tops, pajama bottoms, bed pads and bibs will be used for testing.

2. The small piece folder will be capable of folding items in quarter (1/4) folds, half (1/2) folds and thirds (1/3).

3. Items will be folded square and stacked neatly with no more then one half (1/2) inch on the end fold.

4. The small piece folder shall be capable of stacking items in stacks of 5’s, 10’s, 15’s and 20’s and conveying the folded items to the feeder without falling.

5. A visual and functional inspection will be performed on the small piece folder. This will include:

a. Checking for leaks. (air)

b. Loose electrical connections.

c. Proper installation of the equipment.

d. Safety hazards and conditions. (guards)

e. Lubrication.

f. Microprocessor controls.

**Cart Washer:**

1. The cart washing system shall automatically transport carts through the washer to the cart make up area and have a minimum capacity of washing and drying the amount of carts per hour as specified in the solicitation.

2. Carts must be thoroughly washed and dried in the required time frame.

3. A visual and functional inspection will be performed on the cart washing system. This will include:

a. Checking for leaks. (air intake, exhaust, water)

b. Electrical connections.

c. Proper installation of the equipment.

d. Safety hazards and conditions. (guards)

e. Poor welds.

f. Exhaust system.

g. Anchoring of equipment.

h. Pipe insulation with PVC coverings, identification and directional flow markings.

i. Ductwork insulation with PVC coverings, identification and directional flow markings.

j. Easy access to fire access doors in the ductwork.

k. Lubrication.

l. Microprocessor controls.

m. Piping from the pit area.

n. Complete separation from soil area and clean area.

**Miscellaneous:**

1. An operational and functional inspection of the entire textile care facility will be accomplished to ensure compliance with the performance requirements of the solicitation and applicable codes. This will include mechanical rooms and systems, mono-rail systems, conveyor systems, water storage and pumping systems, flow rack storage and operation, carts, textile management computer systems, energy monitor systems, communication systems, liquid supply system, textile storage areas.

# SECTION C - CONTRACT CLAUSES

##  C.1 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009)

 (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 Government wide 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 the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). 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-- Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), 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 Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), 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 (Tailored) in breach of warranty action 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. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 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, and Compliance with Laws Unique to Government Contracts 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) Central Contractor Registration (CCR).

 (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 CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR 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 CCR database to ensure it is current, accurate and complete. Updating information in the CCR 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 CCR 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 CCR 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 CCR 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 CCR database. Information provided to the Contractor's CCR 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 the internet at http://www.ccr.gov or by calling 1-888-227-2423 or 269-961-5757.

##  C.2 VAAR 852.211-70 SERVICE DATA MANUALS (NOV 1984)

 (a) The successful offeror shall supply two operation/service (maintenance) manuals 2 hard copies and 2 CD’s with each piece of equipment in the quantity specified in the solicitation and resulting purchase order. **As a minimum, the manual(s) shall be bound and equivalent to the manual(s) provided the manufacturer's designated field service representative** as well as comply with all the requirements in paragraphs (b) through (i) of this clause. Sections, headings and section sequence identified in (b) through (i) of this clause are typical and may vary between manufacturers. Variances in the sections, headings and section sequence, however, do not relieve the manufacturer of his/her responsibility in supplying the technical data called for therein.

 (b) Title Page and Front Matter. The title page shall include the equipment nomenclature, model number, effective date of the manual and the manufacturer's name and address. If the manual applies to a particular version of the equipment only, the title page shall also list that equipment's serial number. Front matter shall consist of the Table of Contents, List of Tables, List of Illustrations and a frontispiece (photograph or line drawing) depicting the equipment.

 (c) Section I, General Description. This section shall provide a generalized description of the equipment or devices and shall describe its purpose or intended use. Included in this section will be a table listing all pertinent equipment specifications, power requirements, environmental limitations and physical dimensions.

 (d) Section II, Installation. Section II shall provide pertinent installation information. It shall list all input and output connectors using applicable reference designators and functional names as they appear on the equipment. Included in this listing will be a brief description of the function of each connector along with the connector type. Instructions shall be provided as to the recommended method of repacking the equipment for shipment (packing material, labeling, etc.).

 (e) Section III, Operation. Section III will fully describe the operation of the equipment and shall include a listing of each control with a brief description of its function and step-by-step procedures for each operating mode. Procedures will use the control(s) nomenclature as it appears on the equipment and will be keyed to one or more illustrations of the equipment. Operating procedures will include any preoperational checks, calibration adjustments and operation tests. Notes, cautions and warnings shall be set off from the text body so they may easily be recognizable and will draw the attention of the reader. Illustrations should be used wherever possible depicting equipment connections for test, calibration, patient monitoring and measurements. For large, complex and/or highly versatile equipment capable of many operating modes and in other instances where the Operation Section is quite large, operational information may be bound separately in the form of an Operators Manual. The providing of a separate Operators manual does not relieve the supplier of his responsibility for providing the minimum acceptable maintenance data specified herein. When applicable, flow charts and narrative descriptions of software shall be provided. If programming is either built-in and/or user modifiable, a complete software listing shall be supplied. Equipment items with software packages shall also include diagnostic routines and sample outputs. Submission information shall be given in the Maintenance Section to identify equipment malfunctions that are software related.

Where applicable, flow charts and narrative descriptions of software shall be provided. If programming is either built-in and/or user modifiable, a complete software listing shall be supplied. Equipment items with software packages shall also include diagnostic routines and sample outputs. Submission information shall be given in the Maintenance Section to identify equipment malfunctions which are software related.

 (f) Section IV, Principles of Operation. This section shall describe in narrative form the principles of operation of the equipment. Circuitry shall be discussed in sufficient detail to be understood by technicians and engineers who possess a working knowledge of electronics and a general familiarity with the overall application of the devices. The circuit descriptions should start at the overall equipment level and proceed to more detailed circuit descriptions. The overall description shall be keyed to a functional block diagram of the equipment. Circuit descriptions shall be keyed to schematic diagrams discussed in paragraph (i) below. It is recommended that for complex or special circuits, simplified schematics should be included in this section.

 (g) Section V, Maintenance. The maintenance section shall contain a list of recommended test equipment, special tools, preventive maintenance instructions and corrective information. The list of test equipment shall be that recommended by the manufacturer and shall be designated by manufacturer and model number. Special tools are those items not commercially available or those that are designed specifically for the equipment being supplied. Sufficient data will be provided to enable their purchase by the Department of Veterans Affairs. Preventive maintenance instructions shall consist of those recommended by the manufacturer to preclude unnecessary failures. Procedures and the recommended frequency of performance shall be included for visual inspection, cleaning, lubricating, mechanical adjustments and circuit calibration. Corrective maintenance shall consist of the data necessary to troubleshoot and rectify a problem and shall include procedures for realigning and testing the equipment. Troubleshooting shall include either a list of test points with the applicable voltage levels or waveforms that would be present under a certain prescribed set of conditions, a troubleshooting chart listing the symptom, probable cause and remedy, or a narrative containing sufficient data to enable a test technician or electronics engineer to determine and locate the probable cause of malfunction. Data shall also be provided describing the preferred method of repairing or replacing discrete components mounted on printed circuit boards or located in areas where special steps must be followed to disassemble the equipment. Procedures shall be included to realign and test the equipment at the completion of repairs and to restore it to its original operating condition. These procedures shall be supported by the necessary waveforms and voltage levels, and data for selecting matched components. Diagrams, either photographic or line, shall show the location of printed circuit board mounted components.

 (h) Section VI, Replacement Parts List. The replacement parts list shall list, in alphanumeric order, all electrical/electronic, mechanical and pneumatic components, their description, value and tolerance, true manufacturer and manufacturers' part number.

 (i) Section VII, Drawings. Wiring and schematic diagrams shall be included. The drawings will depict the circuitry using standard symbols and shall include the reference designations and component values or type designators. Drawings shall be clear and legible and shall not be engineering or productions sketches.

##  C.3 852.211-72 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 Electrical Manufacturers Association (NEMA) – 2006 edition:

 A. MG1....Motors and Generators.

B. MG2....Safety Standard for Construction and Guide for Selections, Installation and Use.

 National Fire Protection Association (NFPA) – 2006 edition:

 A. ALL NFPA Standards and codes

 American National Standards Institute (ANSI): ANSI Z8.1-2006 Safety Requirements for Commercial Laundry and Dry Cleaning Operations.

 Occupational Safety and Health Administration (OSHA): 29 CFR 1910.

 CITY, COUNTY, STATE, VA AND NATIONAL ENVIRONMENTAL, FIRE AND SAFETY REGULATIONS/STANDARDS.

Belts, chains, pulleys, couplings, motor shafts, gears or other moving parts shall be fully guarded in accordance with OSHA 1910.219. Guard parts shall be rigid and suitably secured and be readily removable without disassembling the guarded unit.

 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.

##  C.4 VAAR 852.246-70 GUARANTEE (JAN 2008)

 The contractor guarantees the equipment against defective material, workmanship and performance for a period of one (1) year, said guarantee to run from date of acceptance of the equipment by the Government. The contractor agrees to furnish, without cost to the Government, replacement of all parts and material that are found to be defective during the guarantee period. Replacement of material and parts will be furnished to the Government at the point of installation, if installation is within the continental United States, or f.o.b. the continental U.S. port to be designated by the contracting officer if installation is outside of the continental United States. Cost of installation of replacement material and parts shall be borne by the contractor.

##  C.5 VAAR 852.246-71 INSPECTION (JAN 2008)

 Rejected goods will be held subject to contractors order for not more than 15 days, after which the rejected merchandise will be returned to the contractor's address at his/her risk and expense. Expenses incident to the examination and testing of materials or supplies that have been rejected will be charged to the contractor's account.

##

##  C.6 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.

##

##  C.7 AS214 PRODUCT MODIFICATION, REMOVAL OR RECALL (JAN 2008)

 If any product awarded under this solicitation requires modification, is removed or recalled by the contractor or manufacturer due to defects in the product or potential dangers to patients, or if any required modification, removal or recall is suggested or mandated by a regulatory or official agency, the following steps will immediately be taken by the contractor or manufacturer:

 a. Notify Freddie Beaulieux, NCS, High Tech Medical Equipment (001AL-A2-3a), VA National Acquisition Center, P.O. Box 76, Building 37, Hines, IL 60141, in writing, by the most expeditious manner possible. Provide two copies of the notification, which shall include, but not be limited to the following:

 (1) Complete item description and/or identification, order numbers from customers, and the contract number assigned as a result of an award on this solicitation.

 (2) Reasons for modifications, removal or recall.

 (3) Necessary instructions for return for credit, replacement or corrective action.

 b. A copy of the notification in a. above shall be provided to:

 Manager, Product Recall Office

 National Center for Patient Safety

 Veterans Health Administration

 24 Frank Lloyd Wright Drive, Lobby M

 Ann Arbor, MI 48106

 c. Provide the information in a. above to all agencies and VA Facilities who purchased the product.

 d. Freddie Beaulieux, Contracting Officer, VA NAC (001AL-A2-3a), shall be provided a copy of the notification in c. above, and a list of all agencies and/or VA facilities notified.

## C.8 AS1360 AVAILABILITY OF PARTS AND SERVICE (MAY 1995)

 *(Tailored)* The contractor guarantees availability of servicing and replacement parts directly from the contractor and/or through standard commercially available distribution channels at standard commercially available distribution costs (or better), for a period of ten (10) years after date of acceptance.

##  C.9 AS1361 GUARANTEED OPERATIONAL UPTIME (MAY 1995)

 Unit must be operable and available for use 95% of the normal operational time. Operational time is 6 a.m. to 5:30 p.m. Repairs are to be made during normal work hours. Downtime will be computed from written or verbal notification to the contractor during normal work hours. Scheduled maintenance will be excluded from downtime. (Normal work hours are 6:00 A.M. to 5:30 P.M., Monday through Friday, excluding national holidays for the VA hospitals.) Failure to meet this requirement during any calendar month period shall be cause for an extension of the guarantee by twice the down time. Failure to meet this requirement for three consecutive months shall be grounds for a claim under the Guarantee clause.

 Refusal of access to the equipment indicates that the unit is up and running and time will not be considered when determining downtime. Refusal of access to the equipment voids the service request.

##  C.10 AS1372 SERVICE BULLETINS (MAY 1995)

 Two (2) copies of each service bulletin affecting safety or maintenance of equipment furnished under this contract will be forwarded to the receiving activity for a period of ten (10) years after date of delivery. In addition one copy, will be furnished to each of the following:

VA Medical Health Care System

4801 Veterans Drive

Laundry Facility Bldg #59

St. Cloud, MN 56303

## C.11 AS3000 APPLICATION SOFTWARE AND OPERATING SYSTEM REQUIREMENTS (JUL 2008)

 Application software (e.g.: image acquisition, manipulation, reconstruction, analysis, display, etc.), and any Off the Shelf commercial Operating System (OS) necessary for operation and maintenance of the system being purchased, are to be provided by the contractor. The OS must be the latest major release currently available for purchase in the commercial marketplace or no older than one release prior to the latest major release. Application software updates compatible with the offered system's hardware shall be kept current at no cost to the Government as long as the equipment is in use in VA or any other Government agency health facility.

 • For the purpose of this clause, updates are defined as all modifications to correct or improve system operation and current functions including known remedies for security vulnerabilities. Upgrades are defined as providing additional functions and will be made available for purchase.

 • Updates that are bundled with upgrades shall be provided at no cost. The contractor may restrict added upgrade functions if restriction does not limit existing functions.

 Modifications of software by the Government will not be made without prior consent of contractor.

 • Government may move the application software and OS if the original hardware fails.

 • Software and commercial OS provided must not be self-canceling, which is interpreted to mean the function of the software will not be stopped due to elapsing time or other condition not identified with the original equipment purchase. The prime contractor is responsible to ensure any third-party provided software is included in this restriction. No “renewable” licenses or agreements will be entered into by either the Contracting Officer or the using facility.

 • The data rights clause found at FAR 52.227-19, Commercial Computer Software License (Dec 2007), is incorporated by reference into this solicitation and all resulting contracts and orders for equipment containing commercial computer software. However, the Government shall not have the right to unilaterally modify the commercial computer software if it is embedded in medical equipment. More specifically, the Government waives the right to modify such software that is granted in FAR 52.227-19(b)(2)(iv).

 • Additionally, the Government shall have networking rights for all commercial computer software that it acquires through contracts and orders for equipment awarded under this solicitation. The Government shall be the licensee and all such software acquired shall be for a perpetual duration.

##  C.12 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

 The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 120 days. The time stated for completion shall include final cleanup of the premises.

##  C.13 52.227-14 RIGHTS IN DATA--GENERAL (DEC 2007)

 (a) Definitions. As used in this clause--

 "Computer database" or "database" means a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

"Computer software"--

 (1) Means

 (i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

 (ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

 (2) Does not include computer databases or computer software documentation.

 "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

 "Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

 "Form, fit, and function data" means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

 "Limited rights" means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

 "Limited rights data" means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

 "Restricted computer software" means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

 "Restricted rights", as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

 "Technical data", means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 403(8)).

 "Unlimited rights" means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

 (b) Allocation of rights.

1. Except as provided in paragraph (c) of this clause, the Government shall have

unlimited rights in--

 (i) Data first produced in the performance of this contract;

 (ii) Form, fit, and function data delivered under this contract;

 (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

 (iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

 (2) The Contractor shall have the right to--

 (i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

 (ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

 (iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

 (iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright--

 (1) Data first produced in the performance of this contract.

 (i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

 (ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).

 (iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid- up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid- up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

 (2) Data not first produced in the performance of this contract. The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor--

 (i) Identifies the data; and

 (ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

 (3) Removal of copyright notices. The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

 (d) Release, publication, and use of data. The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except--

 (1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

 (2) As expressly set forth in this contract; or

 (3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

 (e) Unauthorized marking of data.

 (1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 253d, the following procedures shall apply prior to canceling or ignoring the markings.

 (i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

 (ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

 (iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

 (2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request there under.

 (3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

 (f) Omitted or incorrect markings.

 (1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

 (2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor--

 (i) Identifies the data to which the omitted notice is to be applied;

 (ii) Demonstrates that the omission of the notice was inadvertent;

 (iii) Establishes that the proposed notice is authorized; and

 (iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

 (3) If data has been marked with an incorrect notice, the Contracting Officer may--

 (i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

 (ii) Correct any incorrect notices.

 (g) Protection of limited rights data and restricted computer software.

 (1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall--

 (i) Identify the data being withheld; and

 (ii) Furnish form, fit, and function data instead.

 (2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

 (3) [Reserved]

 (h) Subcontracting. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

 (i) Relationship to patents or other rights. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

##  C.14 52.227-19 COMMERCIAL COMPUTER SOFTWARE LICENSE (DEC 2007)

 (a) Notwithstanding any contrary provisions contained in the Contractor's standard commercial license or lease agreement, the Contractor agrees that the Government will have the rights that are set forth in paragraph (b) of this clause to use, duplicate or disclose any commercial computer software delivered under this contract. The terms and provisions of this contract shall comply with Federal laws and the Federal Acquisition Regulation.

 (b)(1) The commercial computer software delivered under this contract may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b)(2) of this clause or as expressly stated otherwise in this contract.

 (2) The commercial computer software may be--

 (i) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;

 (ii) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;

 (iii) Reproduced for safekeeping (archives) or backup purposes;

 (iv) Modified, adapted, or combined with other computer software, provided that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, commercial computer software shall be subject to same restrictions set forth in this contract;

 (v) Disclosed to and reproduced for use by support service Contractors or their subcontractors, subject to the same restrictions set forth in this contract; and

 (vi) Used or copied for use with a replacement computer.

 (3) If the commercial computer software is otherwise available without disclosure restrictions, the Contractor licenses it to the Government without disclosure restrictions.

 (c) The Contractor shall affix a notice substantially as follows to any commercial computer software delivered under this contract:

 Notice--Notwithstanding any other lease or license agreement that may pertain to, or accompany the delivery of, this computer software, the rights of the Government regarding its use, reproduction and disclosure are as set forth in Government Contract No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

##  C.15 52.242-15 STOP-WORK ORDER (AUG 1989)

 (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either -

 (1) Cancel the stop-work order; or

 (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

 (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

 (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

 (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

 (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

 (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

##  C.16 52.247-35 F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES (APR 1984)

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

 (b) The Contractor shall--

 (1)(i) Pack and mark the shipment to comply with contract specifications; or

 (ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

 (2) Prepare and distribute commercial bills of lading;

 (3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

 (4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

 (5) Furnish a delivery schedule and designate the mode of delivering carrier; and

 (6) Pay and bear all charges to the specified point of delivery.

 NOTICE REGARDING F.O.B. DESTINATION WITHIN ROOM

 In accordance with FAR 52.247-35 F.O.B. Destination, Within Consignees Premises, paragraph (a), the Contractor is hereby notified that delivery to specific rooms within a building as designated by the Government is required.

##  C.17 FAR 32.202-2 COMMERCIAL INTERIM PAYMENT

 (a) Definition: A commercial interim payment is a payment given to the contractor after some work has been done (FAR 32.001). For the purposes of this contract, delivery of the equipment shall constitute "some work done".

 (b) Upon delivery of the equipment, the contractor is entitled to a single interim payment consisting of 80 percent of the purchase price. To receive the interim payment, the contractor shall submit an invoice in the amount of the equipment purchase price. The invoice shall be submitted in accordance with 52.212-4, Contract Terms and Conditions -- Commercial Items, paragraph (g) and the invoice submission instructions provided above.

 (c) Verification of the contractor's entitlement to the interim payment shall be accomplished by VA personnel providing to the contracting officer a receiving report confirming receipt of the equipment. Upon receipt of the receiving report and the contractor's properly submitted invoice, the contracting officer shall authorize and process the 80 percent interim payment.

 (d) The Government shall retain the remaining 20 percent of the purchase price until such time as the installation has been completed and the Government has inspected and accepted the installed equipment.

 (e) Commercial interim payments are contract financing payments for prompt payment purposes and therefore are not subject to the interest penalty provisions of the Prompt Payment Act (FAR 32.202).

##  C.18 VAAR 852.273-76 ELECTRONIC INVOICE SUBMISSION (Interim - October 2008)

 (a) To improve the timeliness of payments and lower overall administrative costs, VA strongly encourages contractors to submit invoices using its electronic invoicing system. At present, electronic submission is voluntary and any nominal registration fees will be the responsibility of the contractor. VA intends to mandate electronic invoice submission, subject to completion of the federal rulemaking process. At present, VA is using a 3rd party agent to contact contractors regarding this service. During the voluntary period, contractors interested in registering for the electronic system should contact the VA's Financial Services Center at http://www.fsc.va.gov/einvoice.asp.

##  C.19 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEC 2009)

 (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) 52.222-50, 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)).

 (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

 (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

 [Contracting Officer check as appropriate.]

 [X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

 \_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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

 \_\_\_ (4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Mar 2009) (Pub. L. 111-5).

 \_\_\_ (5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

 [X] (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

 \_\_\_ (7) [Reserved]

 \_\_\_ (8) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).

 \_\_\_ (ii) Alternate I (Oct 1995) of 52.219-6.

 \_\_\_ (iii) Alternate II (Mar 2004) of 52.219-6.

 \_\_\_ (9) (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.

 [X](10) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

 \_\_\_ (11) (i) 52.219-9, Small Business Subcontracting Plan (Apr 2008) (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.

 \_\_\_ (12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

 \_\_\_ (13) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

 \_\_\_ (14) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

 \_\_\_ (ii) Alternate I (June 2003) of 52.219-23.

 \_\_\_ (15) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

 \_\_\_ (16) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

 \_\_\_ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

 [X] (18) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).

 [X] (19) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

 [X] (20) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Aug 2009) (E.O. 13126).

 [X] (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

 [X] (22) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

 [X] (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212).

 [X] (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

 [X] (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212).

 [X] (26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

 \_\_\_ (27) 52.222-54, Employment Eligibility Verification (Jan 2009). (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.)

 \_\_\_ (28) (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.)

 \_\_\_ (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

 \_\_\_ (30) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

 \_\_\_ (ii) Alternate I (Dec 2007) of 52.223-16.

 \_\_\_ (31) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).

 \_\_\_ (32) (i) 52.225-3, Buy American Act –Free Trade Agreements – Israeli Trade Act (Jun 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-301, 109-53, 109-169, 109-283, and 110-138).

 \_\_\_ (ii) Alternate I (Jan 2004) of 52.225-3.

 \_\_\_ (iii) Alternate II (Jan 2004) of 52.225-3.

 \_X\_ (33) 52.225-5, Trade Agreements (Aug 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

 [X] (34) 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).

 \_\_\_ (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

 \_\_\_ (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

 \_\_\_ (37) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

 \_\_\_ (38) 52.232.30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

 \_\_\_ (39) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).

 [X] (40) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

 \_\_\_ (41) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

 \_\_\_ (42) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

 \_\_\_ (43) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

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

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

 [Contracting Officer check as appropriate.]

 \_\_\_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

 \_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

 \_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C.206 and 41 U.S.C. 351, et seq.).

 \_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

 [X] (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

 \_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

 \_\_\_ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

 \_\_\_ (8) 52.237-11, Accepting and Dispensing of $1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

 (e)

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

 (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

 (ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (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 $550,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

 (iii) [Reserved]

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

 (v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212).

 (vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

 (vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

 (viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, et seq.)

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

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

 (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.)

 (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, et seq.)

 (xii) 52.222-54, Employment Eligibility Verification (Jan 2009).

 (xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

|  |  |  |  |
| --- | --- | --- | --- |
|   |  | ACH VENDOR/MISCELLANEOUS PAYMENT | OMB No. 1510-0056 |
|  |  |  | ENROLLMENT FORM |  | Exp. Date |  |
| This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related  |
| information processed through the Vendor Express Program. Recipients of these payments should bring this information  |
| to the attention of their financial institution when presenting this form for completion. |  |  |
|  |  |  | PRIVACY ACT STATEMENT | **Station #**  |  |  |
| The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on |
| this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the  |
| Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the |
| requested information may delay or prevent the receipt of payments thru the Automated Clearing House Payment System. |
| FEDERAL PROGRAM AGENCY |  |  |  |  |  |  |
| **VA Finance Center** |  |  |  |  |  |  |
| AGENCY IDENTIFIER: |  | AGENCY LOCATION CODE (ALC) | ACH FORMAT: |  |
| xxxxxxxxxxxxxxxxxxxxxxxx | xxxxxxxxxxxxxxxxxxxxxxxx |  CCD |  |  CTX |
| ADDRESS |  |  |  |  |  |  |  |  |
| **P. O. Box 149971-8971** |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| **Austin, Texas 78714** |  |  |  |  |  |  |
| CONTACT PERSON NAME: |  |  |  |  | TELEPHONE NUMBER |  |
| FSC Vendorizing Section |  |  |  | ( 512 ) 460-5049 or 877-353-9791 |  |
| ADDITIONAL INFORMATION: |  |  |  |  |  |  |
| FAX # (512) 460-  | 5221 |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  | COMPANY INFORMATION |  |  |  |
| NAME |  |  |  |  |  | SSN NO. OR TAXPAYER ID NO. |
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| ADDRESS |  |  |  |  |  |  |  |  |
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| FINACIAL INSTITUTION INFORMATION |
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| ACH COORDINATOR NAME: |  |  |  |  | TELEPHONENE |  |  |
|  |  |  |  |  |  |  |  |  |
| NINE-DIGIT ROUTING TRANSIT NUMBER: |  |  |  |  |  |  |
|  |  |  | \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ |  |
| DEPOSITOR ACCOUNT TITLE: |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| DEPOSITOR ACCOUNT NUMBER: |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| TYPE OF ACCOUNT |  |  |  |  |  |  |  |
|  |  | Checking |  |  Savings |  |  |  |
| SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL: |  |  | TELEPHONE NUMBER: |  |
| (Could be the same as ACH Coordinator) |  |  |  | ( ) ) |  |  |
|  |  |  |  |  |  |  | SF 3881 (Rev 12/90) |
|  |  |  |  |  |  |  |  |

**Instructions for Completing SF 3881 Form**

Make three copies of form after completing. Copy 1 is the Agency Copy; copy 2 is the Payee/Company Copy; and copy 3 is the Financial Institution Copy.

1. Agency Information Section - Federal agency prints or types the name and address of the Federal program agency originating the vendor/miscellaneous payment, agency identifier, agency location code, contact person name and telephone number of the agency. Also, the appropriate box for ACH format is checked.

2. Payee/Company Information Section - Payee prints or types the name of the

payee/company and address that will receive ACH vendor/miscellaneous payments, social security or taxpayer ID number, and contact person name and telephone number of the payee/company. Payee also verifies depositor account number, account title, and type of account entered by your financial institution in the Financial Institution Information Section.

3. Financial Institution Information Section - Financial institution prints or types the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Also, the box for type of account is checked, and the signature, title, and telephone number of the appropriate financial institution official are included.

**Burden Estimate Statement**

The estimated average burden associated with this collection of information is 15 minutes per respondent or record keeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Financial Management Service, Facilities Management Division, Property and Supply Branch, Room B-101, 3700 East West Highway, Hyattsville, MD 20782 and the Office of Management and Budget, Paperwork Reduction Project (1510-0056), Washington, DC 20503.

**ATTACHMENT TWO**

**PRIOR EXPERIENCE**

Instructions:

*Complete the following prior experience information for the three most recent contracts your firm has held for Laundry Equipment for the same equipment in similar quantities. Please list contracts that you’ve held with commercial accounts or government agencies (other than the VA National Acquisition Center).*

Company or Agency Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Point of Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-Mail Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Equipment Provided: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Approx. Dollar Value of Contract: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Locations Where Equipment Installed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Purchase Price of System: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract Period: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

You may provide comments regarding this contract, including any information on problems encountered and corrective actions taken.

**Attachment Two Continued**

Company or Agency Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Point of Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-Mail Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Equipment Provided: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Approx. Dollar Value of Contract: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Locations Where Equipment Installed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Purchase Price of System: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract Period: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 You may provide comments regarding this contract, including any information on problems encountered and corrective actions taken.

**Attachment Two Continued**

Company or Agency Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Point of Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-Mail Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Equipment Provided: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Approx. Dollar Value of Contract: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Locations Where Equipment Installed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Purchase Price of System: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract Period: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

You may provide comments regarding this contract, including any information on problems encountered and corrective actions taken.

# SECTION E - SOLICITATION PROVISIONS

##  E.1 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JUN 2008)

 (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. (Tailored). The offeror agrees to hold the prices in its offer firm for 60 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 offerors initial offer should contain the offerors 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 (http://assist.daps.dla.mil).

 (ii) Quick Search (http://assist.daps.dla.mil/quicksearch).

 (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 (http://assist.daps.dla.mil/wizard);

 (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 Central Contractor Registration (CCR) 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 offerors 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 CCR 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) Central Contractor Registration. 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 CCR 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 CCR 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 Internet at http://www.ccr.gov or by calling 1-888-227-2423 or 269-961-5757.

 (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 offerors 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.

 **PROPOSAL ORGANIZATION**

Offerors shall provide information as described below. Failure to submit complete information in the manner described below for either the Business or Technical Proposal may be considered a "no response" and exclude the proposal from further consideration.

The offeror shall submit its proposal in two volumes in the format and quantities described below:

 VOLUME VOLUME TITLE NO. OF COPIES

 I BUSINESS 2

 II TECHNICAL 5

The volumes shall be submitted in a sealed envelope or box. The envelope shall be addressed to the office specified in the solicitation and shall show the time specified for receipt, the solicitation number, and the name and address of the offeror.

(1) Business Volume Content. The Business volume shall contain:

 **a. Pricing Proposal.** The offerors pricing proposal, consisting of a properly completed and signed solicitation document as specified in Block 28 of Standard Form 1449. Offerors shall complete Blocks 30a, 30b, and 30c of the Standard Form 1449, and complete its annual certifications electronically at [http://orca.bpn.gov](http://orca.bpn.gov/). Offerors shall review and complete paragraph (b) of FAR 52.212-3, Offerors Representations and Certifications – Commercial Items, which is included in this solicitation.

 b. **Past Performance/Prior Experience Information (to determine vendor**

**responsibility only):** For each of its three most recently completed contracts of comparable scope and dollar value, the offeror shall submit the following:

 1. Contract number

 2. Customer point of contact

 3. Locations where equipment installed

 4. Type and model of equipment installed

 5. When the system was installed

 6. Purchase price of the system

(2) **Technical Volume Content**: No cost or price information shall be included in the Technical Proposal. Technical proposal should list the offerors capability to meet each specification, especially if the descriptive literature does not contain the required information. The offeror shall provide:

1. **Textile Care Processing Equipment Layout Drawings (for information only):** Submit descriptive literature, technical proposals, and 1/8-inch scale drawings of the layout of the textile care processing equipment offered. Drawings shall include adjacent equipment from original as-build drawings supplied by VA personnel to show that equipment offered will fit into the location or space available.
2. **Written Narratives Outlining the Work Flow (for information only)**: Written narratives outlining the work flow must show that there are no bottlenecks with equipment offered that will affect overall production. Offeror is required to submit a description of removal and installation work schedule and phasing plan with sufficient detail to enable VA to determine the effect on production and operations that this project will have. It is critical to the VA to have as little down time as possible. The laundry operates an 8-hour day shift, Monday through Friday.
3. **Descriptive Literature (for evaluation):** Descriptive literature means information (e.g., cuts, illustrations, drawings and brochures) that is submitted as part of a technical proposal. Descriptive literature is required to establish, for the purpose of evaluation, details of the product offered that are specified in "Performance Specifications", and pertain to significant elements such as design, materials, components, performance characteristics, and methods of manufacture, assembly, construction, or operation.

For the purpose of determining technical acceptability, descriptive literature must be identified **(Highlighted)** to show the appropriate model and type and all component items for functions offered and clearly show that the item(s) offered are in compliance with these specifications.

Performance capabilities shall be listed for all offered equipment. Identify in the submitted technical data where these capabilities are described. The statement "COMPLIES" is not acceptable.

1. **Model Numbers, Etc (for evaluation):** Offeror/offeror must indicate on a separate document, the name of the manufacturer, model and/or catalog number (Highlighted), quantity, and a description of each offered product and/or components.
2. **Training Materials and Videos (for information only, not to be evaluated):** The offeror shall submit a list of the training materials and training videos to be provided for this solicitation.
3. **The schedule of preventive maintenance (for information only):** The offeror shall submit a list of preventive maintenance for the system offered which shall be performed during the guarantee period. The offeror shall describe the frequency and duration of downtime required for scheduled preventative hardware maintenance.
4. **Information on the number of service technicians (for information only):**, The offeror shall state the number of service technicians available in the service region/area and location of the nearest service base. The offeror shall state whether a help desk, toll free number, a 24-hour “Hot Line”, or modem support is available. The offeror shall describe the procedures, telephone numbers and contact personnel for reporting system trouble. ***Any additional cost for these services shall be detailed in the offerors business proposal.***
5. **Listing of the consumables (for information only):** The offeror shall submit a listing of consumables used by the equipment by part number and quantity.
6. **Commercial Operation**: On a separate document, bidder shall provide the appropriate "Purchase Description" and specific model number, type, and class offered for equipment offered.
7. **Work Schedule and Phasing Plan:** Successful offeror is required to submit a description of the demolition and installation work schedule and phasing plan with sufficient detail to enable VA to determine the effect on production and operations that this project will have.

3. **Commercial Operation Certification:** The offeror/bidder hereby certifies that the equipment offered herein is in compliance with "Commercial Operation" provisions as stated above.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Name Printed) (Title) (Date)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Signature) (Title) (Date)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Company Name)

4. **Parts and Service:** Successful offeror/bidder is fully responsible for the parts and services to be provided.

5. **Repair Parts Availability**: - Manufacturers Certification: On a separate document the manufacturer of equipment offered shall certify that, in the event of award, repair parts for equipment furnished will be available for a minimum of ten (10) years after the guarantee commencement date. Certification document shall include:

a. Appropriate "Purchase Description" and specific model number/type offered.

b. Manufacturer's signature, title and date signed.

1. Manufacturers company name, address, and telephone number.

##  E.2 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

 Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

##

## E.3 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

 Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

##  E.4 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

 This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

 http://www.va.gov/oamm/oa/ars/policyreg/vaar/index.cfm

##  E.5 52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999)

 The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration.

 (1) The solicitation number (or other procurement identification number).

 (2) The offerors name and remittance address, as stated in the offer.

 (3) The signature (manual or electronic, as appropriate), title, and telephone number of the offerors official authorized to provide this information.

 (4) The name, address, and 9-digit Routing Transit Number of the offerors financial agent.

 (5) The offerors account number and the type of account (checking, savings, or lockbox).

 (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offerors financial agent.

 (7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offerors financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.

 E.6 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

 **EVALUATION - COMMERCIAL ITEMS**

The Government will award contract(s) resulting from this solicitation to the responsible offeror(s) whose offer(s) conforming to this solicitation will be most advantageous to the Government, price and other factors considered.

1. Technical acceptability of the offered item will be determined by verifying the offered item’s compliance with the item’s Performance Specification listed in Section B of the solicitation. Technical Volume content and product literature will be reviewed to determine whether offered items are technically acceptable. Items determined not to be technically acceptable or which have incomplete and/or inadequate Technical Volume information required to determine technical acceptability, will be rejected and receive no further consideration.

(b) Items, which have been determined to be technically acceptable, will then be evaluated in a trade-off process using the following factors listed in descending order of importance. The non-price factors of Technical Capability and Quality/Past Performance when combined are significantly more important than Price.

1. Technical Capability. The Government shall evaluate each item (or system of items if applicable), using the following sub-factors listed in descending order of importance:

* + 1. Contribution to Work flow effectiveness, cost savings and ergonomics.

* + 1. Environmentally Friendly/Energy Efficient attributes.
		2. Ease of use. Such as but not limited to simplicity and accessibility of controls; amount of strength, range of motion and dexterity required to operate.

2. Price. The Government shall evaluate the offerors’ proposed price by line item, (or system of line items if appropriate). The non-price factors of Technical Capability and Quality/Past Performance when combined are significantly more important than Price.

3. Quality/Past Performance. The Government will evaluate the offerors’ reputation for quality and past performance. By quality and past performance the Government means the offerors’ reputation for conforming to specifications and to standards of good workmanship; the offerors’ reputation for adherence to contract schedules, including both technical and administrative aspects of performance. The Government will evaluate quality/past performance on the basis of information that may be obtained from the offeror, such as previous commercial and Government contracts. The Government may also use any relevant information in its possession or in the public domain.

 (c) Equipment layout and drawings will be evaluated for conformance to all requirements of the Statement of Work.

 (d) 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.

##  E.7 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-- COMMERCIAL ITEMS (JULY 2009)

 An offeror shall complete only paragraphs (b) of this provision if the offeror has completed the annual representations and certificates electronically at http://orca.bpn.gov . If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

 (a) Definitions. As used in this provision--

 “Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

 “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.

 “Inverted domestic corporation” means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 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 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.

 “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.

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

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

 (2) The management and daily business operations of which are controlled by one or more veterans.

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

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

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

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

 (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 Online Representations and Certifications Application (ORCA) website.

 (2) The offeror has completed the annual representations and certifications electronically via the ORCA website at http://orca.bpn.gov .After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_\_\_\_\_\_\_\_. [Offeror to identify the applicable paragraphs at (c) through (n) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

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

 (1) Small business concern. The offeror represents as part of its offer that it [\_] is, [\_] is not a small business concern.

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

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

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

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

 Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

 (6) 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.

 (7) 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:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

 (i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it [\_] is, [\_] is not an emerging small business.

 (ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

 (A) Offerors number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

 (B) Offerors average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

 (Check one of the following):

 Number of Employees Average Annual Gross Revenues

 50 or fewer $1 million or less

 51-100 $1,000,001-$2 million

 101-250 $2,000,001-$3.5 million

 251-500 $3,500,001-$5 million

 501-750 $5,000,001-$10 million

 751-1,000 $10,000,001-$17 million

 Over 1,000 Over $17 million

 (9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

 (i) General. The offeror represents that either—

 (A) It [\_] is, [\_] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

 (B) It [\_] has, [\_] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

 (ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.]

 (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, [\_] 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 $100,000.) 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 Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act – 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 Act—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 Act -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- 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, 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 Act--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, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

 Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan 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) or this provision) as defined in the clause of this solicitation entitled “Buy American Act—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 Act—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 Act—Free Trade Agreements—Israeli Trade Act”:

 Canadian End Products:

 Line Item No.:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 [List as necessary]

 (3) Buy American Act—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 Act--Free Trade Agreements--Israeli Trade Act'':

 Canadian or Israeli End Products:

 Line Item No.: Country of Origin:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 [List as necessary]

 (4) 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)(4)(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 Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

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

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

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

 (4) [\_] Have, [\_] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,000 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. §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 appear rights.

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

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

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

 (i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

 (1) Listed End Product

 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 is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

 (j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of 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 Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

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

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

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

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

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

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

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

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

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

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

 (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act 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 a central contractor registration 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 offerors 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 offerors 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 it does not conduct any restricted business operations in Sudan.

 (n) Prohibition on Contracting with Inverted Domestic Corporations.

 (1) Relation to Internal Revenue Code. A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

 (2) Representation. By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

 (End of Provision)