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| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30 | | | | 1. REQUISITION NO. 654-16-2-6093-0231 | | PAGE 1 OF 86 | |
| 2. CONTRACT NO. | | 3. AWARD/EFFECTIVE DATE | | 4. ORDER NO. | | 5. SOLICITATION NUMBER VA261-16-Q-0455 | |
| 6. SOLICITATION ISSUE DATE 07-19-2016 | | 7. FOR SOLICITATION INFORMATION CALL: a. NAME Jet Flores | | b. TELEPHONE NO. (No Collect Calls) (916) 923-4553 | | 8. OFFER DUE DATE/LOCAL TIME 08-08-2016 3:30 PM (PST) | |
| 9. ISSUED BY Department of Veterans Affairs VA Sierra Pacific Network (VISN 21) VA Northern California HealthCare System 5342 Dudley Blvd, Bldg 209 McClellan CA 95652-2609 | | | | CODE 612MCP | | 10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 812320 <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) SIZE STANDARD: \$5.5 Million | |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE | | 12. DISCOUNT TERMS | | 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/> | | 13b. RATING N/A | |
| 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP | | 15. DELIVER TO VA Northern California Healthcare System 5342 Dudley Blvd., Bldg. 209 McClellan CA 95652 | | CODE | | 16. ADMINISTERED BY Department of Veterans Affairs Department of Veterans Affairs VA Northern California HealthCare System 3230 Peacekeeper Way, Bldg. 209 McClellan CA 95652-1012 | |
| 17a. CONTRACTOR/OFFEROR CODE | | FACILITY CODE | | 18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs FMS VA-9(101) Financial Services Center PO Box 149971 Austin TX 78714-9971 PHONE: FAX: | | CODE 612MCP | |
| TELEPHONE NO. DUNS: DUNS+4: | | | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM | | | |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | | | | | | | |
| 19. ITEM NO. | | 20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES | | 21. QUANTITY | | 22. UNIT | |
| | | 23. UNIT PRICE | | 24. AMOUNT | | | |
| | | Provide all-inclusive bulk laundry and linen services for the VA Sierra Nevada Health Care System (VASNHCS) in accordance with the attached Performance Work Statement. | | | | | |
| | | (Use Reverse and/or Attach Additional Sheets as Necessary) | | | | | |
| 25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) | | | |
| <input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA | | | | <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. | | | |
| <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA | | | | <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | | |
| <input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED | | | | <input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS: | | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | | | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) | | | |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) | | 30c. DATE SIGNED | | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) | | 31c. DATE SIGNED | |

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C261 Mark J. Mikus

Department of Veterans Affairs
VA Sierra Pacific Network (VISN 21)
VA Northern California HealthCare System
5342 Dudley Blvd, Bldg 209
McClellan CA 95652-2609

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

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

☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly ☐

b. Semi-Annually ☐

c. Other ☒ Monthly in arrears

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

Department of Veterans Affairs
FMS VA-9(101) Financial Services Center
PO Box 149971
Austin TX 78714-9971

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

| AMENDMENT NO | DATE |
|--------------|------|
| | |
| | |
| | |

B.2 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)

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

B.3 PRICE/COST SCHEDULE

ITEM INFORMATION

| ITEM NUMBER | DESCRIPTION OF SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|-------------|--|--------------------|------|------------|--------|
| 0001 | Provide bulk laundry services - General Linen - All types as specified and in accordance with the Performance Work Statement (PWS) Contract Period: Base POP Begin: 09-01-2016 POP End: 08-31-2017 | 1,020,000.00 | LB | | |
| 0002 | Provide Off-Site Storage per PWS 2.1.17 (Base Year) | 12 | MO | | |
| 0003 | Provide Mat (3'x5') rental and cleaning service per PWS 2.4.8 (Base Year) | 16 | EA | | |
| 0004 | Provide Mat (4'x6') rental and cleaning service per PWS 2.4.8 (Base Year) | 452 | EA | | |
| 0005 | Provide Mat (3'x10') rental and cleaning service per PWS 2.4.8 (Base Year) | 47 | EA | | |
| 1001 | Provide bulk laundry services - General Linen - All types as specified and in accordance with the Performance Work Statement (PWS) Contract Period: Option 1 Begin: 09-01-2017 End: 08-31-2018 | 1,080,000.00 | LB | | |

| ITEM NUMBER | DESCRIPTION OF SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|--|-----------------------|------|------------|--------|
| 1002 | Provide Off-Site Storage per PWS 2.1.17 (Option 1) | 12 | MO | _____ | _____ |
| 1003 | Provide Mat (3'x5') rental and cleaning service per PWS 2.4.8 (Option1) | 16 | EA | _____ | _____ |
| 1004 | Provide Mat (4'x6') rental and cleaning service per PWS 2.4.8 (Option 1) | 452 | EA | _____ | _____ |
| 1005 | Provide Mat (3'x10') rental and cleaning service per PWS 2.4.8 (Option 1) | 47 | EA | _____ | _____ |
| 2001 | Provide bulk laundry services - General Linen - All types as specified and in accordance with the Performance Work Statement (PWS) Contract Period: Option 2 Begin: 09-01-2018 End: 08-31-2019 | 1,140,000.00 | LB | _____ | _____ |
| 2002 | Provide Off-Site Storage per PWS 2.1.17 (Option 2) | 12 | MO | _____ | _____ |
| 2003 | Provide Mat (3'x5') rental and cleaning service per PWS 2.4.8 (Option 2) | 16 | EA | _____ | _____ |
| 2004 | Provide Mat (4'x6') rental and cleaning service per PWS 2.4.8 (Option 2) | 452 | EA | _____ | _____ |
| 2005 | Provide Mat (3'x10') rental and cleaning service per PWS 2.4.8 (Option 2) | 47 | EA | _____ | _____ |

| ITEM NUMBER | DESCRIPTION OF SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|-------------|--|--------------------|------|------------|--------|
| 3001 | Provide bulk laundry services - General Linen - All types as specified and in accordance with the Performance Work Statement (PWS) Contract Period: Option 3 Begin: 09-01-2019 End: 08-31-2020 | 1,200,000.00 | LB | | |
| 3002 | Provide Off-Site Storage per PWS 2.1.17 (Option 3) | 12 | MO | | |
| 3003 | Provide Mat (3'x5') rental and cleaning service per PWS 2.4.8 (Option 3) | 16 | EA | | |
| 3004 | Provide Mat (4'x6') rental and cleaning service per PWS 2.4.8 (Option 3) | 452 | EA | | |
| 3005 | Provide Mat (3'x10') rental and cleaning service per PWS 2.4.8 (Option 3) | 47 | EA | | |
| 4001 | Provide bulk laundry services - General Linen - All types as specified and in accordance with the Performance Work Statement (PWS) Contract Period: Option 4 Begin: 09-01-2020 End: 08-31-2021 | 1,260,000.00 | LB | | |
| 4002 | Provide Off-Site Storage per PWS 2.1.17 (Option 4) | 12 | MO | | |
| 4003 | Provide Mat (3'x5') rental and cleaning service per PWS 2.4.8 (Option 4) | 16 | EA | | |

| ITEM NUMBER | DESCRIPTION OF SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|---|-----------------------|------|--------------------|--------|
| 4004 | Provide Mat (4'x6') rental and cleaning service per PWS 2.4.8 (Option 4) | 452 | EA | | |
| 4005 | Provide Mat (3'x10') rental and cleaning service per PWS 2.4.8 (Option 4) | 47 | EA | | |
| | | | | GRAND TOTAL | |

TOTAL ESTIMATED PRICE BASE PERIOD+OY1+OY2+OY3+OY4 = \$_____

Reference FAR Clause 52.216-22, Indefinite Quantity, the following minimum and maximum values are provided for the purpose of paragraph (b) of the clause:

- (a) The minimum amount for the life of the contract including options is \$3,500.00. The Government will obligate the minimum guarantee at the time of awarding the basic contract, by issuing a task order with an amount that is equal to or greater than the minimum guarantee.
- (b) The maximum value for the life of the contract including options is \$3,207,000.00.

SECTION C - CONTRACT CLAUSES

C.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.acquisition.gov/far/index.html>
<http://www.va.gov/oal/library/vaar/>
<http://farsite.hill.af.mil/>

(End of Clause)

| <u>FAR Number</u> | <u>Title</u> | <u>Date</u> |
|-----------------------|--|-------------|
| 52.203-16 | PREVENTING PERSONAL CONFLICTS OF INTEREST | DEC 2011 |
| 52.204-9 | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL | JAN 2011 |
| 52.204-18 | COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE | JUL 2015 |
| 852.203-71 | DISPLAY OF DEPARTMENT OF VETERANS AFFAIRS HOTLINE POSTER | DEC 1992 |
| 852.232-72 | ELECTRONIC SUBMISSION OF PAYMENT REQUESTS | NOV 2012 |

C.2 MANDATORY WRITTEN DISCLOSURES

Mandatory written disclosures required by FAR clause 52.203-13 to the Department of Veterans Affairs, Office of Inspector General (OIG) must be made electronically through the VA OIG Hotline at <http://www.va.gov/oig/contacts/hotline.asp> and clicking on "FAR clause 52.203-13 Reporting." If you experience difficulty accessing the website, call the Hotline at 1-800-488-8244 for further instructions.

C.3 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

(End of Clause)

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

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

"Postconsumer fiber" means— (1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

(b) The Contractor is required to submit paper documents, such as offers, letters, or reports that are printed or copied double-sided on paper containing at least 30 percent postconsumer fiber, whenever practicable, when not using electronic commerce methods to submit information or data to the Government.

(End of Clause)

C.5 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION) (FEB 2015)

(a) The Contractor shall not require employees or contractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

(End of Clause)

C.6 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (MAY 2015)

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

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

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

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

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

(g) *Invoice.*

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

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

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

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

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

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

(i) *Payment.*—

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

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

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

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to

have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

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

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

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

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

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

(D) Contractor point of contact.

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

(6) *Interest.*

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

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

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

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

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

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract,

but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

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

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

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

(u) Unauthorized Obligations.

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

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

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

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

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

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

(End of Clause)

C.7 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JUN 2016)

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

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(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) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

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

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

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

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

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

☒ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015) (31 U.S.C. 6101 note).

☒ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

☐ (10) [Reserved]

☐ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

☐ (ii) Alternate I (NOV 2011) of 52.219-3.

[X] (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (JAN 2011) of 52.219-4.

☐ (13) [Reserved]

[X] (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

[X] (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2015) (15 U.S.C. 637(d)(4)).

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

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

☐ (iv) Alternate III (OCT 2015) of 52.219-9.

☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

[X] (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

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

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

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

☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).

☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).

[X] (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

☐ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (FEB 2016) (E.O. 13126).

- [X] (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- [X] (28) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).
- [X] (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- [X] (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- [X] (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- [X] (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- [X] (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- [] (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- [X] (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- [] (35)(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.)
- [] (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- [] (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- [] (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- [] (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- [] (ii) Alternate I (OCT 2015) of 52.223-13.
- [] (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- [] (ii) Alternate I (JUN 2014) of 52.223-14.
- [] (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- [] (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- [] (ii) Alternate I (JUN 2014) of 52.223-16.

[X] (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

[] (43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

[] (44) 52.223-21, Foams (JUN 2016) (E.O. 13693).

[] (45) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

[] (46)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

[] (ii) Alternate I (MAY 2014) of 52.225-3.

[] (iii) Alternate II (MAY 2014) of 52.225-3.

[] (iv) Alternate III (MAY 2014) of 52.225-3.

[] (47) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

[X] (48) 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).

[] (49) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

[] (50) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

[] (51) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

[] (52) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

[] (53) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

[] (54) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

[X] (55) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

[] (56) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

[] (57) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

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

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

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

☐ (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

☒ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

☒ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

| | |
|--------------------------------|-------------------------------|
| Employee Class | Monetary Wage-Fringe Benefits |
| Washer, Machine (Washman) NA-3 | \$11.60 |

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

☒ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

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

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

☒ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

☐ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

☐ (10) 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 (OCT 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(iv) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

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

(viii) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

(xi)(A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

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

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

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

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of Clause)

C.8 52.216-18 ORDERING (OCT 1995)

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

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

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

C.9 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$90.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$540,000.00;

(2) Any order for a combination of items in excess of \$540,000.00; or

(3) A series of orders from the same ordering office within 180 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five (5) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

C.10 52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after five (5) years and six (6) months..

(End of Clause)

C.11 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of Clause)

C.12 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years 6 months..

(End of Clause)

C.13 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond August 31, 2017. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond August 31, 2017, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

C.14 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

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

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

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

(End of Clause)

C.15 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of Clause)

C.16 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

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

(End of Clause)

C.17 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

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

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

Performance Work Statement All-Inclusive Bulk Laundry and Linen Service VA Sierra Nevada Health Care System

1.0 GENERAL INFORMATION

1.1 NOTE OF EXPLANATION: The Performance Work Statement (PWS) following the Schedule is intended to permit VA Sierra Nevada Health Care System (VASNHCS) to solicit and award a contract in the most efficient and effective manner possible, in order to successfully satisfy the requirements of the VASNHCS. Significant process improvements are desired and "how to" procedures have been removed, wherever possible, to facilitate process improvements. The requirements in this PWS are defined based on the *output* products and services.

1.2 PLACE OF PERFORMANCE: VA Sierra Nevada Health Care System
975 Kirman Ave.
Reno, Nevada 89502

1.3 CONTRACTOR PICK-UP AND DELIVERY HOURS: The standard pickup and delivery times will be Monday - Friday at 6 am. (including Federal Holidays as directed) Pickup and delivery schedule shall be coordinated with and approved by the VA COR. If it is found that there are opportunities to alter or modify the schedule, which would improve operations and turn-around time without major interruption to either contractor or the Government, such schedule modifications shall be negotiated between the Contractor and the Contracting Officer (CO) and shall not be implemented until all parties have concurred. Only the CO has the authority to execute modifications and negotiate the terms and conditions of the contract.

1.4 ESTIMATED QUANTITIES: Historical data is provided in Section 2.6. However, it is impossible to determine the exact quantities that will be required during the contract term. The Contractor will be required to provide all services that may be ordered during the contract term. The fact that all quantities are not ordered shall not constitute a price adjustment under any resulting contract to this solicitation.

1.5 CONTRACT AWARD: The Government contemplates a single award indefinite delivery indefinite quantity (IDIQ) contract resulting from this solicitation. Contract period will be 12 consecutive months from the date of award, with four (4) one-year option periods in accordance with the terms and conditions of the contract.

1.6 PERIOD OF PERFORMANCE: Base Year: September 1, 2016 – August 31, 2017
Option Year 1: September 1, 2017 – August 31, 2018
Option Year 2: September 1, 2018– August 31, 2019
Option Year 3: September 1, 2019 – August 31, 2020
Option Year 4: September 1, 2020 – August 31, 2021

1.7 EMPLOYEE BACKGROUND INVESTIGATION: Contractor's employees are required to have a background investigation initiated prior to performance on this contract. See Contractor Personnel Security Requirements - Attachment 2. Contract personnel who previously received a favorable adjudication as a result of a Government background investigation or screening may be exempt from this contract requirement provided that they can provide documentation to support the previous adjudication. Proof of previous adjudication must be submitted by the Contractor to the VA Contracting Officer. Proof of previous adjudication is subject to verification. Some positions maybe subject to periodic re-investigation/screening.

1.8 FACILITY INSPECTION: The contractor shall allow the inspection of the laundry facility by VA personnel at any time, during normal operational hours with reasonable notice by the VA. Inspections will be on a non-scheduled basis for the purpose of observing infection control standards.

1.9 INVOICES: Contractor shall submit a consolidated invoice monthly in arrears of the month for which services are being billed. One all-inclusive monthly invoice shall be provided, which shall contain an invoice number, contract number and obligations order number, and an itemized list of services provided. An acceptable master (all-inclusive) *itemized list of services* shall be agreed to between the Contractor and the COR prior to submission of the first invoice.

All invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests.

VA's Electronic Invoice Presentment and Payment System – The FSC uses a third-party contractor, Tungsten, to transition vendors from paper to electronic invoice submission. Please go to this website: <http://www.tungsten-network.com/US/en/veterans-affairs/> to begin submitting electronic invoices, free of charge.

More information on the VA Financial Services Center is available at <http://www.fsc.va.gov/einvoice.asp>

Vendor e-Invoice Set-Up Information:

Please contact Tungsten at the phone number or email address listed below to begin submitting your electronic invoices to the VA Financial Services Center for payment processing, free of charge. If you have question about the e-invoicing program or Tungsten, please contact the FSC at the phone number or email address listed below:

- Tungsten e-Invoice Setup Information: 1-877-489-6135
- Tungsten e-Invoice email: VA.Registration@Tungsten-Network.com
- FSC e-Invoice Contact Information: 1-877-353-9791
- FSC e-invoice email: vafscshd@va.gov

2.1 SPECIFIC TASKS

2.1.1 Scope of Work

2.1.1.1 Contractor shall furnish all labor, equipment, supervision, management, supplies, soiled linen carts and liners, bulk delivery carts, transportation, and facilities, except as identified elsewhere in this solicitation, necessary to perform complete and all-inclusive contractor operated bulk laundry/linen

services and tasks required under this contract for the Department of Veterans Affairs, VA Sierra Nevada Healthcare System, 975 Kirman Avenue, Reno, NV 89502. All services are to be performed in accordance with Occupational Safety and Health Administration (OSHA), The Joint Commission (TJC), Federal, State, and Local regulations and codes. Services shall include pick-up and delivery of items by contractor personnel. These services are in support of patient care programs.

2.1.1.2 Services are required Monday through Friday, including federal holidays as directed. VA Sierra Nevada Healthcare System is required to provide 24-hour support operations essential to patient care. Contractor services turnaround shall be performed accordingly to support the medical center operations.

2.1.1.5 The work required by this Performance Work Statement (PWS), consists of furnishing the physical laundry plant (at an off-site location), all labor, supervision, management, management support, supplies, ancillary equipment, vehicles and materials necessary for accomplishment of complete laundry/linen services, in accordance with specific tasks as described in Section 2.5.

2.1.1.6 All workmanship shall be in accordance with practices established by the "Healthcare Laundry Accreditation Council". The processing facility utilized to meet the requirements of the Performance Work Statement shall demonstrate proof within the past two years of contract award "HLAC Accreditation". In the event the processing plant does not have current accreditation with the HLAC or has allowed for such accreditation to expire, the contractor shall within six months to one year agree to attain such accreditation. Accreditation warrants that a laundry organization that processes healthcare linens has successfully passed an inspection of its facility, policies and procedures, training programs, and its relationships with its healthcare customers. The inspection is based on Accreditation Standards for Processing Reusable Textiles for Use in Healthcare Facilities, latest edition. These Standards have been developed, published, and are based on federal regulations and guidelines, as well as best industry practices. The HLAC standards can be found at www.hlacnet.org. The HLAC standards are in full compliance with "The Joint Commission (TJC)". TJC is the accreditation body that the VASNHCS must meet and provide proof to TJC via the HLAC accreditation process. Plants in which the work is done shall be open to inspection of sanitary conditions by Government representatives. After processing, laundered articles shall be in serviceable and sanitary condition, meeting established quality and performance standards as shown in Section 2.7 "Quality Assurance". In the event of a catastrophic failure of the processing facility the contractor shall possess an emergency back-up plan that demonstrates to the VA that no interruption of services shall be allowed to occur.

2.1.1.7 Any change of function by the Government, which may affect this contract as contemplated by this paragraph, and which requires permanent adjustments in frequency or type of performance, will be coordinated with the Contractor by the COR and CO prior to initiation of such a change to assure adequate contractual coverage.

2.1.1.8 Notwithstanding, the provisions of the contract covering inspection, acceptance, and deduction from payment, any items found to have been unsatisfactorily cleaned according to quality and performance standards established in Section 2.7, shall be re-cleaned at no additional cost to the Government. Such items shall be identified, for contractor recognition, by the COR when they are returned on the next scheduled pickup after an unsatisfactory condition is discovered. These items are to be kept separate from the normal laundry items for separate processing. Re-cleaned items will be identified separately and not charged to the Government.

2.1.1.9 Scheduled services are to be accomplished subject to emergency situations, which may require alteration of schedules appropriate. Emergency situations will be defined by the COR. In the event of Medical Facility emergencies, disaster, or drills, the Contractor shall perform all laundry/linen services required by the Medical Facility.

2.1.1.10 This specification is intended to produce minimal acceptable level of performance. The Government does recognize the possibility of the Contractor achieving the same or improved results due to innovative approaches, advances in the state-of-the-art materials, equipment and supplies. Accordingly, provision is hereby made for alterations when a Contractor demonstrates the ability to maintain the standards established herein through use of improved techniques, materials, scheduling, etc. All changes are contingent upon the recommendations of the COR and the approval of the CO or other management official as may be deemed.

2.1.2 Contractor Experience: The Contractor shall have a minimum of three years of experience in providing Medical Center laundry/linen services. The firm must have gained this experience as a result of being primarily engaged in the business of providing laundry/linen services in Medical Center environments (e.g. inpatient and outpatient medical treatment facilities) for a minimum of three consecutive years prior to submitting quotation.

2.1.3 Supervision by Contractor:

2.1.3.1 The Contractor shall assign an on-site manager at their laundry processing plant who shall be physically present during prescribed work hours. The on-site manager is solely responsible to supervise the provision of these laundry/linen services to the VASNHCS and serves as the primary point of contact with the Government. The Contractor shall designate a qualified alternate to substitute for the on-site manager in his absence or during periods of work performed after normal work hours. The Contractor's Plant Manager (CPM) must meet the following requirements:

2.1.3.1.1 Certified by NAILM or graduate of an independently controlled management-training program emphasizing institutional laundry. The formal course must have been previously established.

2.1.3.1.2 CPM shall have at least three years of specialized experience in this capacity. This specialized experience may be substituted for certification.

2.1.3.1.2 The CO and COR must be provided with the name, address and telephone number where the CPM is to be reached during normal business hours and off duty hours within 15 days after award. The same information will be provided for a qualified alternate when the CPM is not available.

2.1.3.1.3 The Contractor is responsible for the effective implementation of their Quality Control program, and shall be responsive to the requirements of the Government's Quality Assurance Plan conducted by the COR.

2.1.3.1.4 CPM or alternate shall respond in person, or by telephone, within 1 hour of notification by the Facility COR. The CPM and any designated alternate shall have full authority to contractually commit the Contractor for prompt action on matters pertaining to the contract

2.1.4 Personnel Qualifications and Requirements for Contract Service:

2.1.4.1 Employment:

2.1.4.1.1 The CPM and qualified alternate must be able to read, write, speak and understand the English language.

2.4.1.2 The Contractor shall provide sufficient and adequately trained personnel, who are paid at the prevailing rate, as necessary to perform the services required by this contract and shall meet all variations, shift schedules, and changes as may be required to assure prompt response to the requirements of contract.

2.1.4.2 Training:

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

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

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

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

2.1.4.2.2.3 Proper use and handling of supplies and equipment.

2.1.4.2.2.4 Care and maintenance of Contractor and Government -furnished property.

2.1.4.2.2.5 Familiarization with local fire prevention and safety procedures.

2.1.4.2.2.6 Familiarization with equipment operational manuals.

2.1.4.2.2.7 Individual duties and responsibilities.

2.1.4.2.2.8 Procedures for replenishing supplies and obtaining equipment repair.

2.1.4.2.2.9 Role of Contractor personnel and their impact on patient care.

2.1.4.2.2.10 Techniques or methods for measuring the quality of work performance.

2.1.4.2.2.11 A general orientation of laundry operating procedures and policies.

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

2.1.4.2.2.13 Compliance with Occupational Safety and Health Administration (OSHA)'s Blood borne Pathogen Standard 29 CFR 1910.1030, which covers Universal precautions and use of Personal Protective Equipment (PPE).

2.1.4.2.2.14 Hepatitis B Virus (HBV) requirement.

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

2.1.4.4 Personal Hygiene: Contractor personnel shall be clean and neat in appearance.

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

2.1.4.6 Physical Examinations:

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

2.1.4.6.2 Contractor's personnel who acquire a communicable illness must not perform service under the contract and must be free of illness before returning to work.

2.1.4.6.3 Miscellaneous: The Contractor is responsible for compliance with all appropriate TJC, FDA, VA and other regulatory agencies record keeping requirements.

2.1.5 Quality Control and Quality Assurance for Contract Service:

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

2.1.5.2.1 An inspection system covering the performance indicators given in Section 2.7, of the Quality Assurance/Performance Requirements summary.

2.1.5.1.2 A method for identifying deficiencies in the quality of services performed before the level of performance becomes unacceptable.

2.1.5.1.3 A file of all quality control inspections, inspection results, and any corrective action required shall be maintained by the Contractor throughout the duration of this contract. This file shall be the property of the Government and shall be available to the COR during normal working hours. The file shall be turned over to the Government within 14 days of completion of termination of the contract.

2.1.5.2 The Government will monitor the Contractor's performance under this contract using the Quality Assurance Procedures outlined in Section 2.7. Assessments may be made monthly by the Government in accordance with stated limits on discrepancies.

2.1.5.3 The Contractor shall have management officials, of an appropriate level, represent the firm. The Contractor shall also be prepared to present a briefing (in person at VA Sierra Nevada facility – Reno) regarding the manner in which these contractual obligations are to be accomplished. This briefing shall be coordinated by the Contractor and will take place after award but prior to work start. As a minimum, the Contractor shall address the following items of information in the presentation:

- 2.1.5.3.1 Start-up and phase-in schedule.
- 2.1.5.3.2 Procedures to secure Government property while under Contractor's jurisdiction.
- 2.1.5.3.3 Availability of labor force (manning chart), plan for recruiting, type and extent of training.
- 2.1.5.3.4 The role of the CPM and extent of authority.
- 2.1.5.3.5 A copy of the Contractor's Policy and Procedure Manual.
- 2.1.5.3.6 Plans and management procedures for logistical administrative support of all functions; that is receipt, processing, packaging and delivery of clean linens.
- 2.1.5.3.7 Procedures to be used to ensure contract requirements are met (Quality Control Program).
- 2.1.5.3.8 Certification that Contractor's scales used for weighing soiled and clean linens have been calibrated on a regular basis quarterly)

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

2.1.7 Performance Evaluation Meetings:

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

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

2.1.8 Correspondence: All correspondence relative to this contract shall bear the VA contract number, title, and name of the VA medical center, and shall be addressed to the COR with a copy to the CO.

2.1.9 Security: It is the responsibility of the Contractor to ensure that all extraneous articles, except trash, found in linens or in areas under the jurisdiction of the Contractor (i.e., medical instruments and personal items) are turned in to the COR daily (Monday - Friday). A note will accompany the articles

returned identifying the area or origination, and the type of linen or item it was found on (ex: general OR special).

2.1.10 Safety and Fire Prevention:

2.1.10.1 In the performance of this contract, the Contractor must take such safety precautions as necessary to protect the lives and health of individuals within the laundry plant and transportation vehicles.

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

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

2.1.10.4 Contractor's personnel shall follow policies concerning fire/disaster programs.

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

2.1.11 Damage and Equipment loss:

2.1.11.1 All tasks accomplished by Contractor's personnel shall be performed to preclude damage or disfigurement of Government-owned furnishings, fixtures, equipment, and architectural or building structures. The Contractor shall verbally report immediately to the COR, any damage or disfigurement to these items when caused by Contractor's personnel. A follow-up written report will be given to the COR.

2.1.11.2 When the Contractor has caused damage or loss of government property, or performance is determined to be unsatisfactory; the COR will issue a CDR. The Contractor will reply in writing, to the COR within 10 working days, stating the reason for the unsatisfactory condition, the corrective measures which have been taken, and preventive procedures initiated.

2.1.11.3 Any damage caused to Government property during the course of the Contractor's performance of work under the contract shall be repaired or replaced to preexisting conditions at Contractor's own expense.

2.1.12 Linen Control:

2.1.12.1 Contractor shall comply with all Government request and policies relative to linen control.

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

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

2.1.12.4 VA owned items lost or badly damaged while under the control of the Contractor must be replaced within a 30-day period at the Contractor's cost.

2.1.12.5 Unusual losses, including suspected pilferage, shall be reported at once to the COR, who will take immediate action to investigate the loss. If the loss is not recovered, the cost of replacement will be negotiated with the Contracting Officer, along with the approval of the COR, on a quarterly basis. The Contractor will supply an itemized list (by location) of linen that will be replaced, (including item description, quantity and unit cost).

2.1.13 Delivery Requirements:

2.1.13.1 The Contractor shall provide the COR with a written report of all soiled linen processed and all clean linen delivered, showing cart number and weight. The information must be recorded on a daily basis and delivered to the COR at the end of the current workweek. The reports of soiled linen received and clean linen delivered must show date, the name of the item, number of pieces received or delivered per Schedule Line Item number, pounds received or delivered per Schedule Line Item number, cart number/ weight and where they were delivered.

2.1.13.2 The COR will verify the deliveries daily and discuss any discrepancies with the CPM.

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

2.1.13.4 Clean linen and specialty items shall be available for transport Monday - Friday and federal holidays as directed. Soiled linen and specialty items will be available for processing Monday - Friday and federal holidays as directed. Deliveries will be made at 6 am Monday - Friday at the Medical Center served.

2.1.13.5 Clean linen will be processed and packaged as specified in Section 2.5.

2.1.13.6 Contractor's personnel shall clean, daily, the linen transport vehicle with a tuberculocidal germicide/disinfectant, which has been approved by the COR.

2.1.13.7 Clean linen delivery and soiled linen pickup shall be at 6 am Monday - Friday or as established by the COR.

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

2.1.15 Circumstances to be reported: The Contractor shall report any circumstances, which may affect the performance of the work and unhealthy or hazardous conditions or any delays or interference with work. Such reports shall be made immediately upon discovery by the Contractor to the COR by phone and a follow-up fax or e-mail.

2.1.16 Contingency Plan: Contractor shall furnish with his quotation a written Contingency Plan indicating that services can be continued in the event of Contractor's equipment and /or production facility failure. This Contingency Plan must also include transportation vehicle failure.

2.1.17 Off-site Storage: Contractor will provide an offsite storage location with 5 miles of the Reno VA Medical Center. This offsite storage location will be minimum 1000 square feet in a climate controlled warehouse with adequate lighting. Contractor will provide use of pallet jacks for movement of linens/items that will be stored at this location. Contractor will provide this off site storage during the duration of the contract.

2.2 DEFINITIONS AND ACRONYMS

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

- 2.2.1.1 All-inclusive bulk laundry services. All-inclusive means that that contractor shall pick-up soiled laundry and linen (government owned), wash, fold, and delivery clean laundry and linen (government owned) to the facility in accordance with the schedule requirements specified in this Performance Work Statement.
- 2.2.1.2 Ancillary Equipment. Equipment required for Contractor's operations but not directly related to laundry production, e.g., cleaning equipment.
- 2.2.1.3 AQL (Acceptable Quality Level). The maximum percent of defective work or number of defects that will be allowed before work is considered unsatisfactory. An AQL does not imply that the Contractor has knowingly performed in an unsatisfactory way. It implies that the Government recognizes that unsatisfactory performance sometimes happens unintentionally. As long as unsatisfactory performance does not exceed the AQL, the service will not be subject to payment reduction by the Government. The Contractor, however, must correct all unsatisfactory work unless excused by the COR.
- 2.2.1.4 CDR (Contract Discrepancy Report). Government formal documentation of Contractor's failure to provide services as required wider the terms of the contract. The CDR requires the Contractor to explain in writing why performance was unsatisfactory, how performance will be returned to satisfactory levels, and how recurrence of the problem will be prevented in the future.
- 2.2.1.5 Clean. Laundered articles are dry and free of visible soil, lint and objectionable odor. Spots and stains are removed where practical without fabric damage. No residual harmful chemicals are present.
- 2.2.1.6 Consumable Supplies. Those supplies used in the day-to-day operation of the laundry, e.g., detergent, bleach, and alkali.
- 2.2.1.7 Contractor. An individual, partnership, or organization having a contractual relationship with the Government for provision of service.
- 2.2.1.8 CO (Contracting Officer). The person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.
- 2.2.1.9 COR (Contracting Officer's Representative). Any person or persons authorized to act for the Contracting Officer within authority limits. (/Facility)

- 2.2.1.10 CPM (Contractor's Plant Manager). Contractor's representative having supervisory responsibility and authority for total performance of work under the contract.
- 2.2.1.11 Cure Notice. A formal notification to Contractor to correct a deficient situation or risk termination of contract.
- 2.2.1.12 Defect. Each instance of noncompliance with a contract requirement. A defect may be caused by either nonperformance or poor performance. Each defect is subject to deductions, as set forth in Section VII.
- 2.2.1.13 Delivery Point. Point which soiled linen is picked up for processing by the Contractor and clean linen delivered to the Medical Facility.
- 2.2.1.14 Department of Veterans Affairs. Government agency requiring services under the terms of the contract.
- 2.2.1.15 Emergency. An unforeseen combination of circumstances, or the resulting state, which requires immediate action. An emergency situation shall be declared by the Facility COR and/or the COR.
- 2.2.1.16 Fair Wear and Tear Condition. That which is worn out by normal usage with no negligent misuse involved and cannot be used for its intended purpose.
- 2.2.1.17 Federal Holidays. The date of observance by the Federal Government of the following holidays: New Year's Day (1 January), King's Birthday (3rd Monday in January), Washington's Birthday (3rd Monday in February), Memorial Day (Last Monday in May), Independence Day (4th of July), Labor Day (1st Monday in September), Columbus Day (2nd Monday in October), Veteran's Day (11 November), Thanksgiving Day (4th Thursday in November), Christmas Day (25 December) and any other holiday declared by the President of the United States. When a legal holiday falls on a Saturday, the preceding Friday is considered a legal holiday and when the holiday falls on a Sunday, the following Monday is considered a legal holiday.
- 2.2.1.18 General Linens. Linens which are commercially available, such as, sheets, towels, blankets, bedspreads, pillowcases, washcloths, bath blankets, pajamas, bathrobes, mattress pads, bed pads, fitted sheets, surgical linen and other items identified in Attachment 1. Contractor supplied linens (in the case contractor loses government owned linens) must have the VA logo.
- 2.2.1.19 Government. The United States Government, Headquarters, VA, VAMC, and the term used to refer to the officials designated to administer the contract or their designated representatives.
- 2.2.1.20 Infection Control Committee. The group designated for implementation and monitoring of the infection control program for the Medical Center as prescribed by TJC and the VA.
- 2.2.1.21 TJC (The Joint Commission). A national organization dedicated to improving the care, safety, and treatment of patients in health care facilities.

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

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

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

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

- 2.2.1.26 Medical Center Director (s). The person with final responsibility for the mission of the Medical Center. A Medical Center Director may have final authority over more than one Medical Center.

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

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

- 2.2.1.29 Patient Clothing. Personal property of patients, e.g., pants, shirts, undergarments.

- 2.2.1.30 Personal Property. All Government property, except real property and expendable property.

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

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

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

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

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

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

- 2.2.1.37 Satisfactory Performance. Within limits of the AQL, adherence to the requirements of the PWS.
- 2.2.1.38 Separation. The physical division of space through the use of an impermeable barrier wall in order to prevent cross contamination of clean materials with soiled or contaminated materials. The physical division of clean and soiled area must be accomplished by the use of pass-through equipment to prevent recontamination of materials by human or environmental contacts. This physical barrier is necessary to insure the maintenance of positive air pressure in the clean section relative to negative air pressure in the soiled section.
- 2.2.1.39 Service. A job performed to the standard and within the acceptable quality level. The Contractor must do the specific job, meet the standard, and meet the acceptable quality level before performance is acceptable and the Contractor is paid.
- 2.2.1.40 Serviceable Articles. Articles usable in their current condition, or restorable by economically justified repair methods to usable condition.
- 2.2.1.41 Shall. This word is used in connection with the Contractor and specifies that the provision is binding.
- 2.2.1.42 Specialty Items. All textile items not classified as general linens. Examples - soap free linen, restraints, cubicle curtains, etc.
- 2.2.1.43 Standard. A Government acknowledged measure of comparison.
- 2.2.1.44 Start Date. The date work under the contract is scheduled to begin.
- 2.2.1.45 Surgical Linen. Linen utilized by surgical and I or specialized units. Normally blue or green linen.
- 2.2.1.46 Surveillance Plan. An organized written document used for quality assurance surveillance.
- 2.2.1.47 Task and Frequency Chart. Displays the required tasks and the minimum frequencies of performance.
- 2.2.1.48 Textile Care Processing Facility. A facility designed to render soiled linens clean, sanitary and aesthetically acceptable for reuse, in an efficient and non-damaging manner.
- 2.2.1.49 Trash. Rubbish or refuse.
- 2.2.1.50 Uniforms. Government owned clothing worn by VA employees as a means of identification.
- 2.2.1.51 Unsatisfactory Performance. Failure to meet the AQL.
- 2.2.1.52 Unserviceable Item. An item, which can no longer be used for its intended purpose.
- 2.2.1.53 VA (Department of Veterans Affairs). The Government agency requiring services under the terms of the contract.

2.2.1.54 VAMC. Veterans Affairs Medical Center

2.2.1.55 Headquarters. Veterans Affairs Central Office.

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

2.2.2 Commonly used Acronyms

2.2.2.1 AQL Acceptable Quality Level

2.2.2.2 CDR Contracting Discrepancy Report

2.2.2.3 CO Contracting Officer

2.2.2.4 COR Contracting Officer's Representative (and or Facility)

2.2.2.5 CPM Contractor's Plant Manager

2.2.2.6 DLI Dry-cleaning & Laundry Institute

2.2.2.7 FW&T Fair Wear and Tear

2.2.2.8 IAW In Accordance With

2.2.2.9 IG Inspector General

2.2.2.10 MCD Medical Center Director

2.2.2.11 MIL-STD-loosed Specification for sampling procedures and tables for inspections by attributes.

2.2.2.12 N/A Not Allowable or Not Applicable

2.2.2.13 NAILM National Association of Institutional Linen Management

2.2.2.14 PWS Performance Work Statement

2.2.2.15 QAE Quality Assurance Evaluator

2.2.2.16 QC Quality Control

2.2.2.17 RS Random Sampling

2.2.2.18 TJC the Joint Commission

2.2.2.19 TRSA Textile Rental Services Association

2.2.2.20 VA Veterans Affairs

2.3 GOVERNMENT FURNISHED PROPERTY AND SERVICES

2.3.1 Materials:

2.3.1.1 The Government will provide forms, publications and services specifically identified in this contract as Government furnished.

2.3.1.2 Fair/wear/tear or unserviceable condition of specialty items will be determined by the COR.

2.3.1.3 The Government will provide restroom and hand washing facilities for Contractor employees to wash their hands following exposure to blood or other body fluids while at the Medical Facility.

2.3.1.4 The Government will provide facility passes for Contractor's employees as necessary to fulfill provisions of this contract.

2.3.1.5 The Government will provide a detailed list of specialty items to be laundered.

2.4 CONTRACTOR FURNISHED ITEMS

2.4.1 Materials: Contractor shall furnish all materials necessary to perform the tasks specified in the contract except to the extent specified in Section 2.3 (Government-furnished property and services). The Contractor shall secure all materials and supplies that comply with Local, State and Federal environmental laws.

2.4.2 Vehicles: The Contractor shall provide all required vehicles, vehicle fuels, lubricants, and repairs necessary to perform services under this contract. All vehicles to be used under this contract must be maintained in a safe and serviceable condition during duration of this contract. In addition, the vehicles must be kept clean (exterior and interior) with no unsightly residue of dirt, mud, trash, and other debris. Vehicle efficiency is solely the responsibility of Contractor and Contractor shall not be relieved of his contract responsibilities due to vehicle breakdown or failure of vehicles to operate.

2.4.3 Linen: All Standard Linen Items will be furnished by the government. Any replacements by the contractor due to contractor damage or loss will be a similar replacement and/or have been agreed to by the COR and Contractor.

2.4.4 Bulk Delivery Carts: Contractor shall maintain an adequate supply of bulk delivery carts. All carts shall be numbered and have empty weight indicated on both ends.

2.4.5 Soiled Laundry Carts: Contractor shall maintain an adequate supply of soiled linen carts required to fulfill the terms of this contract. Contractor shall repair carts as necessary, for employee safety/ergonomics.

2.4.6 Soiled Laundry Bags: Government shall provide an adequate supply of soiled laundry bags.

2.4.6.1 Description: Soiled Linen Liner: Contractor shall provide soiled cart liners as appropriate.

2.4.6.2 Estimated Quantity: Estimated Quantities required are based on VASNHCS use for the one-year period.

2.4.7 Rags: If available, salvaged items and or items to be used as rags when requested by the COR, i.e.: terry material.

2.4.8 Mats: The contractor shall provide Mat rental and cleaning services. Mat sizes will be 3'x5', 4'x6', and 3x10' in Autumn Brown color. Quantities of mats and size required will be provided for in the Task Order. Contractor will pick-up soiled mats and deliver clean mats to designated locations throughout the medical facility and its outlying clinics. Price in the Schedule is per each per month. If change out is required more frequently than monthly, contractor will charge the unit price per change out per the price in the Schedule for the specific size mat.

2.4.9 Reports and Data: The Contractor shall provide, in writing, to the COR the data and reports identified in Technical Exhibit 2.

2.4.10 Miscellaneous: The Contractor shall furnish any other items as identified elsewhere within this contract, including but not necessarily limited to, orientation and training, medical exams, procedures manual, quality control program, required data.

2.5 SPECIFIC TASKS

2.5.1 Accepted items: The Contractor shall accept for processing all soiled linens, uniforms, patient clothing, mops, pillows, etc. All returned items must be neatly folded (as applicable) in a consistent manner. After processing all items are to be finished and delivered to the Medical Center in accordance with the terms outlined below.

2.5.1.1 Flatwork items that must be conditioned, ironed, and folded {NOTE: items must be folded and stacked in a consistent manner):

2.5.1.1.1 Pillowcases, regular

2.5.1.1.2 Pillowcases, surgical

2.5.1.1.3 Sheets, poly/cotton, bed

2.5.1.1.4 Tablecloth

2.5.1.1.5 Tablecloth linen napkins

2.5.1.1.6 Towel, huck

2.5.1.1.7 Misc. Items: Medium, Large

2.5.1.1.8 Surgical Scrubs: Tops, Bottom

2.5.1.1.9 Rags

2.5.1.2 Items that must be finished and placed on hangers:

2.5.1.2.1 Shirt, uniform

2.5.1.2.2 Trouser, uniform

2.5.1.2.3 Smock, knee length long coats

2.5.1.2.4 Coveralls

2.5.1.2.5 Coat, short

- 2.5.1.2.6 Pantsuit, top
- 2.5.1.2.7 Pantsuit, bottom
- 2.5.1.2.8 Scrubs used as a uniform (Dress, Top, Bottom)
- 2.5.1.3 Items that must be tumbled, dried, and folded or stacked {NOTE: items must be folded and stacked in a consistent manner):
 - 2.5.1.3.1 Bathrobe
 - 2.5.1.3.2 Blankets, bath
 - 2.5.1.3.3 Blankets, bedspread
 - 2.5.1.3.4 Cover, mattress
 - 2.5.1.3.5 Curtains, cubicle
 - 2.5.1.3.6 Gown, operating
 - 2.5.1.3.7 Gown, patient
 - 2.5.1.3.8 Gown, isolation
 - 2.5.1.3.9 Pads, absorbent
 - 2.5.1.3.10 Pads, mattress
 - 2.5.1.3.11 Pajamas
 - 2.5.1.3.12 Coat
 - 2.5.1.3.13 Trousers
 - 2.5.1.3.14 Towel, bath
 - 2.5.1.3.15 Misc. items: Small, Medium
 - 2.5.1.3.16 Warm-up jacket
 - 2.5.1.3.17 Wash Cloths
- 2.5.1.4 Items that must be cleaned, dried, and returned in bulk:
 - 2.5.1.4.1 Mops, wet
 - 2.5.1.4.2 Mops, dust
 - 2.5.1.4.3 Lifting slings
- 2.5.1.5 Items that must be dried and placed in laundry bags:
 - 2.5.1.5.1 Linen bags

2.5.1.6 Items that must be finished folded, identified by patient name/number, if any, and put in protective packaging:

2.5.1.6.1 Patient's Personal Clothing, which is not on hangers (Small, Medium)

2.5.2 Packaging:

2.5.2.1 Linen is packaged in bulk by item according to quotas and established arrangement.

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

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

2.5.3.1. Laundry:

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

2.5.3.1.2 Medium: An item requiring the approximate time, effort and cost to process as a sheet or spread. Large: An item requiring the approximate time, effort and cost to process as a blanket.

2.5.3.2 Items returned in below groups as follows: (COR will provide detailed guidance upon site visit at VASNHCS)

2.5.3.2.1 Blankets, towels, washcloths, towels, etc.

2.5.3.2.2 Pajamas, patient issued clothing

2.5.3.2.3 Mops, rags, etc.

2.6 APPLICABLE REGULATIONS, MANUALS, SPECIFICATIONS, AND TECHNICAL EXHIBITS

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

2.6.1.1 MIL-STD-1050

2.6.1.2 Security Clearances or Access Controls

2.6.1.3 Facility Policies concerning fire/disaster programs parking

2.6.1.4 Infection Control Manual

2.6.1.5 Facility Policy on Laundry, Linen, Uniform Management ANSI/AAMI ST65:2000

2.6.1.6 Other applicable regulations, manuals and specifications as identified locally.

2.6.2 Technical Exhibits:

2.6.2.1 Technical Exhibit #1: Annual Workload Information:

2.6.2.1.1 The workload stated in the following schedule of services is approximate, based on the volume handled in FYI 2015, and in no way is to be construed as a guarantee by the government as to work that will be processed under contract. In this regard, the workload is subject to changes resulting from many factors, i.e. hospital admissions, weather, mission changes, product changes (new light weight fabrics), etc.

2.6.2.1.1.1 VASNHCS, 975 Kirman Ave, Reno NV. 89502

| | |
|---|-----------|
| Total Clean Pounds | 1,020,000 |
| Total Soiled Pounds | 1,020,000 |
| Above pounds does not include standard items and station unique items not identified such as restraints, cubical curtains, spreads, and the like. | |

2.6.2.1.1.2 NOTE: VASNHCS also will require a mat exchange cleaning process at the following locations:

2.6.2.1.1.2.1 Homeless program: 350 CAPITAL HILL BLVD RENO, NV 89502

2.6.2.1.1.2.2 VA Dental Clinic: 3674 South Virginia St. Unit E4, Reno, NV 89502

2.6.2.1.1.2.3 Main Campus: 975 Kirman Ave, RENO, NV 89502

2.6.2.1.1.2.4 VA Sierra Nevada Health Care System East Campus: 1201 Corporate Blvd. Suite 100, Reno, NV 89502

2.6.3 Contractor Furnished Reports

2.6.3.1 Damage to Government property

2.6.3.2 Monthly report of washroom chemical titration and Ph.

2.6.3.3 NAILM, DLI laboratory test piece report (monthly unless a problem develops) or independent Textile Laboratories.

2.6.3.4 Weekly Soiled Linen per Medical Facility(s) Report to include:

2.6.3.4.1 Pounds per Schedule Line Item Received from Medical Facility(s)

2.6.3.4.2 Number of Pieces per Schedule Line Item Received from Medical Facility(s)

2.6.3.4.3 Weekly report of clean linen shipped to delivery points, showing pounds and pieces.

2.6.3.4.4 Detailed monthly statement of charges as stated in the Contract Terms and Conditions FAR Part 52.212-4. Invoice will also include a total dollar value of current textile inventory replacement costs and total dollar value of unexplained textile losses for the facility(s). The latter 2 items shall be

provided as a notation on the total bill; however, payment will not be made without the required information.

2.6.3.4.5 Textile Care production information and cost report as found in VHA Handbook 1850.3 appendix B.

2.6.3.4.6 Other reports as required by the COR.

2.6.4 Designated Pick-Up and Delivery Locations:

2.6.4.1 VA Sierra Nevada Health Care System, 975 Kirman Avenue, Reno, NV 89502

2.6.4.1.1 Dock Location: Building 1, north wing, ground floor.

2.7 QUALITY ASSURANCE EVALUATOR (QAE) SURVEILLANCE PLAN

2.7.1 Introduction:

2.7.1.1 This QAE Plan has been developed to implement a service contract. It is designed to aid the Government's QAE in providing effective and systematic surveillance of all aspects of laundry services. This plan provides for monitoring all contract requirements through a combination of methods. These are:

2.7.1.1.1 Sampling guides

2.7.1.1.2 Customer complaint surveillance guides; and

2.7.1.1.3 Surveillance activity checklist.

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

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

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

2.7.2 How to Use the Surveillance Plan

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

2.7.2.2 To build the inspection schedule, the QAE will select areas and times for the random sampling using the procedures shown in the surveillance plan. Periodic checklist items to be surveyed during the month will be programmed into the schedule to facilitate their accomplishment. This monthly schedule should show what the QAE is monitoring each day. Changes will be posted weekly and copies sent to

appropriate officials. The reasons for changes will be fully documented and explained. Actual surveillance activity must be comparable to the monthly schedule. The responsible management official must be able to observe a QAE's performance by using the monthly schedule, as updated. One should be able to conduct a complete audit trail from the monthly schedule by observing the QAE perform sampling or other checklist surveillance, and completion of tally and other checklists. An auditor should be able to track from the above items to the management's actions (payment deductions or other actions as necessary if contract service is being performed), described on a CDR.

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

2.7.2.4 If the sampling guide indicates that the number of defects is too high, the current month's service will be considered unsatisfactory. If performance in any area is judged unsatisfactory, based on random sampling or other criteria as set forth in Summary Table

2.7.2.5 Performance Requirements Summary, of the Laundry Performance Work Statement, a Contractor or in-house management official will be given a CDR by the COR. When completed and signed, the CDR, along with the tally checklist becomes the documentation supporting payment or nonpayment or other actions as necessary for contractor provided services.

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

2.7.2.7 Dental gowns and lab jackets have a 75-100 box "wash grid" stamped inside the garment. The Contractor will be required to check each grid box after each washing. When the grid is full (all boxes checked off), the contractor will return the garment in separate package with an "X" marked on it to identify it. NOTE: Currently, only dental gown and lab jackets have this wash grid. However, there may be other garments that will have this grid and the contractor will be required to perform these same tasks on these additional garments.

2.7.2.8 Contractor will perform quality control checks on all textile items that are returned to the VA. Quality control checks would be identifying worn, torn, tattered, or unserviceable items. The contractor will return these unserviceable items in separate package with an "X" marked on it to identify it.

2.7.2.9 Pillows: occasionally the VA will accidentally put pillows in with the dirty linens to be picked up. If the Contractor finds pillows, the contractor is to disinfectant each pillow with an approved EPA registered disinfectant and return the cleaned pillows in a separate package to the VA.

2.7.3 Performance Requirements Summary

2.7.3.1 SUMMARY TABLE:

| Factor No. | Performance Indicator | Performance Standard | AQL Maximum Allowable Degree If Deviation | Method - Type of Surveillance Reduction When AQL Exceeded | Deduction Amount (monthly billing) |
|------------|--|---|---|---|--|
| 1 | Shipment schedule is met | All quotas are delivered to Medical Centers per established schedule | 4 discrepancies per month | COR Weekly inspection | 1% for each discrepancy over 4, NTE 10% |
| 2 | Weights are accurate | Weight processed/ received equals weight billed | 2 discrepancies per month | COR Delivery tickets and daily weight records | 1% for each discrepancy over 2, NTE 10% |
| 3 | Laundry is clean | Laundry is clean, dry, free of lint and odor, spots and stains removed | 5% per month | Random Sampling - carts of clean linen, daily by COR | 2% for each - percentage over 5% NTE 14% or possible termination |
| 4 | Whiteness and tensile strength retention | Test specimen laundered IAW standard textile laboratory practice | 5% deviation after washing for whiteness retention and tensile strength loss per test | Contractor furnished specimens per independent laboratory | 1% for each percentage over 5% NTE 10% |
| 5 | Proper textile finish for items | All articles are properly processed; articles are free from wrinkles and scorches; JAW Stds | 2% per month | Random Sampling - carts clean linen, daily | 1% for each percentage over 5% |
| 6 | Packaging is properly accomplished | Laundered items are bundled, tied, wrapped, covered, etc | 2% per month | Random Sampling - carts clean linen, daily | 1% for each percentage over 2% NTE 10% |
| 7 | Provide required reports | Data required submitted on time | NIA | Check list | 1% for each late item x days late (Max of 10%) |
| 8 | Damaged Clean linen items. | Laundered items are not physically damaged due to improper processing or carelessness | 2.5% per month | Random Sampling - carts of clean linen, daily | 1% for each percentage above 2.5% NTE 10% |
| 9 | Response | CPM responds within 1 hr. to request for contact from CO, COR, Facility COR | 1 discrepancy per month. | COR awareness | 1% per occurrence above one discrepancy, NTE 5% |
| 10 | Transport / Storage trailers/carts are cleaned with a tuberculocidal germicide/disinfectant, after unloading the soiled linen and prior to loading the trailer/cart with clean linen | Trailers/carts are clean, dry, and free of visible soil | 2.5% | Daily inspections | 2% per percentage above 2.5%, NTE 10% |

2.7.3.2 Performance Requirements Summary Method of Application

2.7.3.2.1 The Contractor is required to perform all the work specified in the performance work statement. If the contractor fails to perform a specific element of the work, payments for the task in question will be subject to reductions as specified. Any amount deducted for deviation from the required performance will be reflected in an amount commensurate with the task.

2.7.3.2.2 The purpose of this section is to:

2.7.3.2.2.1 List the contract requirements considered most critical to acceptable contract performance.

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

2.7.3.2.2.3 Show the percentages of the major elements of the contract price that each listed contract requirement represents.

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

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

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

2.7.3.2.4 The criteria for acceptable and unacceptable performance are as follows:

2.7.3.2.4.1 MIL-STD-105D based on the lot size (number of times a service is performed in a month), sample size, and AQL for each contract requirement (Performance Indicator). When the number of defects in the Contractor's performance discovered by the Facility COR exceeds the unacceptable criteria level, the Facility COR shall be required to complete a CDR (Contract Discrepancy Report). The CDR will require the Contractor to explain in writing why performance was unacceptable, how performance will be returned to acceptable levels, and how recurrence of the problem will be prevented in the future. The Contractor will not be paid for services not rendered in accordance with the standards set forth in the contract.

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

2.7.3.2.5 Monthly payments to the Contractor will be reduced for unsatisfactory performance using the following methods:

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

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

2.7.3.2.6 The amount of money to be deducted for unsatisfactory performance will be computed as follows:

2.7.3.2.6.1 Total monthly contract price multiplied by the percentage of the function represented by the required service (see deduct amount (monthly billing) column of Performance Requirements Summary).

2.7.3.2.6.2 EXAMPLE PER DISCREPANCY:

IF: Shipment Schedule is not met. (Contractor is allowed 4 discrepancies)

AND: "Shipment Schedule" - deduction percentage is 1% for each discrepancy over 4, NTE 10%

AND: Number of total defective deliveries this month is 8 (less the 4 allowed), leaves 4, which results in 4% deduction percentage

AND: CONTRACTOR'S INVOICE is: \$3,000.00

Deduct Percentage

4% Deduction from this month's invoice is: \$120.00

2.7.3.2.6.3 EXAMPLE PER PERCENT:

IF: Packaging is not property accomplished. (Contractor is allowed 2% of the daily random sampling of the carts to not be in compliance with the packaging requirements)

AND: "Packaging is properly accomplished" - deduction percentage is 1 % for each percentage over 2%, NTE 10% AND: Average percentage of the daily random sampling of carts that were not properly accomplished monthly is 5% (less the 2% allowed, leaves 3%, which results in 3% deduction percentage.

AND: CONTRACTOR'S INVOICE IS \$3,000.00

Deduct Percentage

Deduction from this month's invoice is: 3% \$90.00

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

2.7.4 SAMPLING GUIDES

2.7.4.1 SAMPLING GUIDE

2.7.4.1.1 CLEANLINESS OF LINEN

2.7.4.1.1.1 AQL: 5% Maximum Allowable Degree of Deviation

2.7.4.1.1.2 Lot size: * (number of carts received per day)

2.7.4.1.1.3 Sample size: * (10% of lot size)

2.7.4.1.1.4 Sampling and Inspection Procedure: Select ____* random carts per day from each delivery of clean linen. Examine linen on carts selected for compliance with standards of cleanliness established contract.

2.7.4.1.1.5 Performance guide: A minimum of 95% compliance with established standards for clean linen is required.

2.7.4.1.1.6 Contract paragraphing: Paragraph 7.3.1, Summary Table, factor number 3.

2.7.4.1.1.7 *The sample size will be 10% of the actual number of carts received per day.

2.7.4.1.2 FINISH AND PACKAGING

2.7.4.1.2.1 AQL: 2% Maximum Allowable Degree of Deviation

2.7.4.1.2.2 Lot size: ____* (number of carts received per day)

2.7.4.1.2.3 Sample size: ____* (10% of lot size)

2.7.4.1.2.4 Sampling and inspection procedure: Select ____* random carts from each delivery of clean linen. Examine linen on carts selected for compliance with standards of finish and packaging established in contract.

2.7.4.1.2.5 Performance guide: A minimum of 98% compliance with established standards for finishing and packaging is required.

2.7.4.1.2.6 Contract paragraphing: Paragraph 7.3.1, Summary Table, factor numbers 5 and 6.

2.7.4.1.2.7 *The sample size will be 10% of the actual number of carts received per day.

2.7.4.1.3 DAMAGE

2.7.4.1.3.1 AQL: 2.5 percent

2.7.4.1.3.2 Lot size: ____* (number of deliveries per month)

2.7.4.1.3.3 Sample size: ____* (10% of lot size)

2.7.4.1.3.4 Sampling and inspection procedure: Select ____* random carts per day from each delivery of clean linen. Examine linen on carts selected for compliance with standards for non-damage of linen item established in contract.

2.7.4.1.3.5 Performance guide: A minimum of 97.5% compliance with established standards for damage is required.

2.7.4.1.3.6 Contract paragraphing: Paragraph 7.3.1, Summary Table, factor number 8.

2.7.4.1.3.7 *The sample size will be 10% of the actual number of deliveries per month.

2.7.4.1.4 CLEANING OF CARTS

2.7.4.1.4.1 AQL: 2.5%

2.7.4.1.4.2 Lot size: ____* (number of deliveries per month)

2.7.4.1.4.3 Sample size: _____* (10% of lot size)

2.7.4.1.4.4 Sampling and inspection procedure: Select _____* random days required for delivery of clean linen. On the days selected, go to the laundry and verify that carts are being cleaned between unloading of soiled linen and loading of clean linen.

2.7.4.1.4.5 Performance guide: A minimum of 97.5% compliance with established standards for cleaning of carts is required.

2.7.4.1.4.6 Contract paragraphing: Paragraph 7.3.1, Summary Table, factor number 10.

2.7.4.1.4.7 *The sample size will be 10% of the actual number of deliveries per month.

2.7.5 CUSTOMER COMPLAINT SURVEILLANCE GUIDE: The checklists attached hereto contain those contract requirements that can best be monitored by the individual or activity receiving the service.

2.7.5.1 At the start of the contract, the COR shall instruct customers on the requirements of the contract and on the proper method to complete the customer complaint form. A written copy of the specific contract requirement will be provided to each customer. Customers shall be required to submit the complaint form within 1 working day of the discovery of the discrepancy.

2.7.5.2 Once each year, the QAE will contact each customer to assure that there is an understanding of the contract requirements. The QAE will document the annual visits.

2.7.5.3 When a complaint is received, the QAE will contact the customer to verify the complaint. If the complaint is valid, the QAE will notify the Contractor of VA management whoever is applicable of the defect in writing.

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

2.7.6 CUSTOMER COMPLAINT RECORD:

Date/time of complaint:

Source of complaint:

Office:

Individual:

Nature of complaint: QAE evaluation:

Date/time contractor or VA informed of complaint:

CPM initials:

Action taken by contractor or VA:

QAE signature: .

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

See below

2.7.7.7

SURVEILLANCE ACTIVITY CHECKLIST
(To be performed (daily) (monthly) (weekly) as applicable)

| Contract requirement | Contract paragraphing | Method of surveillance | Date accomplished | Where accomplished | Compliance |
|---|--|--|-------------------|--------------------|------------|
| Shipment Schedule is Met | 2.7.3.1 Summary Table, Factor number 1 | Review all quotas delivered to Medical Center to assure they match established schedule, weekly basis. | | | |
| Weights are accurate | 2.7.3.1 Summary Table, Factor number 2 | Daily weighing upon receipt. Compare to delivery tickets on a weekly basis. | | | |
| No more than 7 percent reduction in whiteness or tensile strength after washing | 7.3.1 Summary Table, Factor number 4 | Review independent laboratory reports on test pieces submitted by Contractor. | | | |
| Provide required reports | 2.7.3.1 Summary Table, Factor number 7 | Assure that all data requested of contractor by terms of contract are complete and submitted on time, monthly basis. | | | |

| | | | | | |
|---|--|--|--|--|--|
| Response | 2.7.3.1 Summary Table, Factor number 9 | Review reports from Facility COR and COR addressing responses for contact in excess of 1 hour on a monthly basis. | | | |
| Compliance with TJC and VA requirements | Technical Exhibit 2 | Review records of customer complaints monthly regarding response to emergency requests for service that take more than 1 hour. | | | |

2.8 (End of Performance Work Statement)

See attached document: WD 05-2333 (Rev.-17).

See attached document: Attachment 2 - VSC Security Request Packet Complete Packet.

SECTION E - SOLICITATION PROVISIONS

E.1 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/oal/library/vaar/>

<http://farsite.hill.af.mil/>

(End of Provision)

| <u>FAR Number</u> | <u>Title</u> | <u>Date</u> |
|-----------------------|---|-------------|
| 52.204-16 | COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING | JUL 2015 |
| 52.204-17 | OWNERSHIP OR CONTROL OF OFFEROR | NOV 2014 |
| 52.217-5 | EVALUATION OF OPTIONS | JUL 1990 |

E.2 52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION) (FEB 2015)

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

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) *Representation.* By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of Provision)

E.3 52.204-20 PREDECESSOR OF OFFEROR (APR 2016)

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

Commercial and Government Entity (CAGE) code means—

(1) An identifier assigned to entities located in the United States and its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or government entity, or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by NATO's Support Agency (NSPA) to entities located outside the United States and its outlying areas that DLA Contractor and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as an NCAGE code.

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

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

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

Predecessor CAGE code: ____ (or mark “Unknown”).

Predecessor legal name: ____.

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

(End of Provision)

E.4 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

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

(B) 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 public (Federal, State, or local) 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 (if offeror checks "have," the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

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

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *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.

(ii) *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.

(2) *Examples.*

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

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

(iv) 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).

(ii) The Offeror has ☐ has not ☐, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

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

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

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

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

(b) The Offeror represents that—

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

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

(End of Provision)

E.6 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

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

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

"Federal contracts and grants with total value greater than \$10,000,000" means—

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

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

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

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

(End of Provision)

E.7 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (OCT 2015)

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

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

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

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

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

- (i) ASSIST (<https://assist.dla.mil/online/start/>);
- (ii) Quick Search (<http://quicksearch.dla.mil/>);
- (iii) ASSISTdocs.com (<http://assistdocs.com>).

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

- (i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);
- (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

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

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

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

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

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS

Provisions that are incorporated by reference (by Citation Number, Title, and Date), have 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 following provisions are incorporated into 52.212-1 as an addendum to this solicitation:

1. Paragraph (b), Submission of Offers. Faxed quotes are not authorized for this solicitation.

See below for submission instructions.

2. FAR 52.212-1 (c), Period for acceptance of offers, “30 calendar days” is changed to “90 calendar days”.

SUBMISSION INSTRUCTIONS

A. General Instructions

(1) Electronic Submissions: Prospective contractors shall email their quotes to Jet.Flores@va.gov and must have the solicitation number indicated in the Subject line. Files must be readable using Microsoft Office 2007: Word, Excel, PowerPoint, or Access. Files in Adobe* PDF Files – when scanning documents, scanner resolution should be set at least 200 dots per inch (dpi). Multiple electronic mails are allowable. Quotes submitted solely via facsimile or mail is not permitted and will not be accepted as valid quotes.

(2) Follow the quote preparation instructions as given in the solicitation and prepare your response and supporting documents. Prospective contractors must be registered in the System for Award Management (SAM) and have a DUNS (Duns & Bradstreet) number.

B. Selection Process

The VA anticipates the award of one (1) Indefinite Delivery Indefinite Quantity (IDIQ) contract.

The Government intends to establish a contract without exchanges with contractors. Consequently, Contractors are highly encouraged to offer their best technical and pricing proposals in their initial submissions. However, the Government reserves the right to discuss submissions with any or all

contractors submitting a technical and price quote, if it is determined advantageous to the Government to do so. This statement is not to be construed to mean that the Government is obligated to conduct exchanges. A Contractor may be eliminated from consideration for award without further exchanges if its technical and/or pricing proposals are not among those Contractors considered most advantageous to the Government based on a best value (lowest price technically acceptable) determination.

1. Pricing Factor and Administrative issues shall contain the following:

- a. Standard Form (SF) 1449 shall be submitted fully completed. The contractor shall acknowledge all amendments to the solicitation that may be issued.
- b. Price/Delivery Schedule shall be submitted fully completed and error free. It shall contain prices for the established Contract Line Item Numbers (CLINs) set forth in that section to include prices for the Period of Performance. In accordance with FAR 52.212-2(b), the Government will evaluate offers for award purposes by adding the total price for the basic requirement.
- c. FAR 52.212-3 Offerors Representations and Certifications (Reps & Certs), FAR 52.209-5 Certification Regarding Responsibility Matters, and FAR 52.209-7 Information Regarding Responsibility Matters.

(End of Addendum to 52.212-1)

E.8 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)

(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:

See Addendum to FAR 52.212-2.

Technical and past performance, when combined, are – See Addendum to FAR 52.212-2.

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

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

(End of Provision)

Addendum to FAR 52.212-2 Evaluation of Commercial Items (Jan 1999)

Paragraph (a) is to be read along with this Addendum:

- a. The Government will award a contract resulting from this solicitation to the responsible contractor whose quote, conforming to the solicitation, is the lowest price technically acceptable. If a prospective contractor takes an exception to the terms and conditions of the solicitation, its quote may be excluded from consideration for award.

The following factors shall be used to evaluate the quotes and required supporting information:

FACTOR 1 Technical Capability

FACTOR 2 Past Performance

FACTOR 3 Price

FACTOR 1 – Technical Capability

| Rating | Description |
|---------------|---|
| Acceptable | Quote clearly meets the minimum requirements of the solicitation. |
| Unacceptable | Quote does not clearly meet the minimum requirements of the solicitation. |

A prospective contractor will be evaluated to the extent to which it provides the technical capability in the following sub-factors:

a) **Sub-Factor 1 – Performance Plan:**

- 1) Submit a performance plan that reflects an understanding of the performance work statement and describe how that work will be accomplished.
- 2) Submit information regarding the ability to manage all-inclusive medical facility bulk laundry & linen service contracts of similar size and magnitude.
- 3) Describe ability to respond to changes and increases in workload.
- 4) Describe contingency plan in the event of contractor's equipment and/or production facility failure (including transportation required for pick-up/delivery failure).

b) **Sub-Factor 2 - Quality Control Plan:**

- 1) Describe how your Quality Control Plan (QCP) will meet the Performance of Work (PWS) requirements. Provide a copy of your company's QCP as it relates to medical facility bulk laundry/linen services. The QCP should address staff training plans, ability to meet the workload, especially the scheduling changes, methodologies for identifying and correcting changes to staff level and training, ability to provide adequate supervision, and ability to have appropriate and qualified staff.
- 2) Describe your laundry and linen equipment and delivery/pick-up vehicle inspection system designed to reduce breakdowns, etc. which would lead to a potential lapse in service.
- 3) Describe the company's contingency plan in the event that the Contractor owned vehicles, equipment, facilities, etc. fails. The plan shall address temporary solutions to interruptions as well as methods to complete the bulk laundry/linen services in the case of unforeseen circumstances that will affect schedule.

c) **Sub-Factor 3 – Vehicles and Equipment:**

- 1) Submit evidence of availability of vehicles and equipment specified in the PWS, specifically the vehicles, equipment, supplies, and any other resources necessary to complete the tasks. (All required

equipment, vehicles, supplies, and other resources shall be available to begin work immediately upon award of contract)

- 2) Describe specific vehicles to be used in pick-up/delivery of laundry/linens.
- 3) Describe specific equipment that will be used in the washing of the bulk laundry linens.
- 4) Describe the maintenance plan for the equipment and vehicles.

FACTOR 2 – Past Performance

| Rating | Description |
|---------------|---|
| Acceptable | Based on the prospective contractor's performance record, the Government has a reasonable expectation that the contractor will successfully perform the required effort, or the contractor's performance record is unknown. |
| Unacceptable | Based on the prospective contractor's performance record, the Government has no reasonable expectation that the contractor will be able to successfully perform the required effort. |

The past performance evaluation assesses the level of expectation the Government has in a prospective contractor's ability to meet the requirements of the solicitation, based on a demonstrated record of performance. Past performance will be rated as "acceptable" or "unacceptable" in accordance with the following definitions:

In the case of a contractor without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the contractor may not be evaluated favorably or unfavorably on past performance. Therefore, the contractor shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable."

In conducting the past performance evaluation, the Government reserves the right to use both the information provided by the prospective contractor, and information obtained from other sources, such as the Past Performance Information Retrieval System (PPIRS) or similar systems and commercial sources.

Contractor shall provide a minimum of three and not more than five recent (within the past five years) and relevant references regarding the company's past performance. Relevant means similar in scope, magnitude of effort and complexity to the subject requirement. The Contracting Officer will evaluate past performance as either acceptable/unacceptable and may contact the references provided as necessary.

If a small business contractor receives an "Unacceptable" rating for past performance, the Contracting Officer must seek a Certificate of Competency from Small Business Administration (FAR 19.601) before making an award to that contractor.

FACTOR 3 – Price

The prospective contractor's price quotation will be evaluated for award purposes by adding the total price for the base year and all option years. In addition, the Government may be required to extend services per FAR 52.217-8. The evaluation will consider the possibility that the option to extend services can be exercised at any time, and in increments of one to six months, but for no more than a total of six months during the life of the contract. The evaluation will assume that the prices for any option exercised under FAR 52.217-8 will be at the same rates as those in effect under the contract. The evaluation will therefore assume that the addition of the price or prices of any possible extension or extensions under FAR 52.217-8 to the total price for the basic requirement and the total price for the priced options has the same effect on the total price of all quotes relative to each other, and will not affect the ranking of quotes based on price, unless, after reviewing the quotes, the Government determines that there is a basis for finding otherwise. The evaluation will not obligate the Government to exercise any option under FAR 52.217-8.

E.9 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (APR 2016)

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

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

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

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

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

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

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

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

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Sensitive technology”—

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

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

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

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

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

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify

as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

| Line Item No | Country of Origin |
|--------------|-------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

[List as necessary]

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

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

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

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

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

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

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

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

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

Canadian End Products:

| Line Item No. |
|---------------|
| _____ |
| _____ |
| _____ |

[List as necessary]

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

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

Canadian or Israeli End Products:

| Line Item No. | Country of Origin |
|---------------|-------------------|
|---------------|-------------------|

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the

underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

(1) *Listed end products.*

| | |
|--------------------|----------------------------|
| Listed End Product | Listed Countries of Origin |
|--------------------|----------------------------|

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

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

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

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

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

(2) ☐ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

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

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) *Common parent.*

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____.

TIN _____.

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

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

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

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

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

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

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

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

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

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

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

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

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

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

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

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

Predecessor CAGE code: ____ (or mark “Unknown”).

Predecessor legal name: ____.

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

(End of Provision)

E.10 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed-Price, Requirements contract resulting from this solicitation.

(End of Provision)

E.11 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Hand-Carried Address:

Department of Veterans Affairs

Acquisition Operations Service (049A3)

810 Vermont Avenue, NW

Washington DC 20420

Mailing Address:

Department of Veterans Affairs

Acquisition Operations Services (049A3)

810 Vermont Ave, NW

Washington DC 20420

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

(End of Provision)

E.12 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)

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

- (1) Include the name, address, fax number, and telephone number of the protester;
 - (2) Identify the solicitation and/or contract number;
 - (3) Include an original signed by the protester or the protester's representative and at least one copy;
 - (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;
 - (5) Specifically request a ruling of the individual upon whom the protest is served;
 - (6) State the form of relief requested; and
 - (7) Provide all information establishing the timeliness of the protest.
- (b) Failure to comply with the above may result in dismissal of the protest without further consideration.
- (c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

E.13 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

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

(End of Provision)

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

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

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

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

E.14 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

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

(End of Provision)