

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO. 542-17-115045-0001		PAGE 1 OF 77	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA244-16-Q-1662	
						6. SOLICITATION ISSUE DATE 09-19-2016	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME John Barton				b. TELEPHONE NO. (No Collect Calls) 412-822-3778	
						8. OFFER DUE DATE/LOCAL TIME 09-29-2016 12 p.m. est	
9. ISSUED BY Department of Veterans Affairs Network Contracting Office 4 1010 Delafield Road Pittsburgh PA 15215-1802		CODE 00244		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 <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 812331 SIZE STANDARD: \$32.5 Million			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO Coatesville VAMC 1400 Blackhorse Hill Road Coatesville PA 19320-2040		CODE		16. ADMINISTERED BY Department of Veterans Affairs Network Contracting Office 4 1010 Delafield Road Pittsburgh PA 15215-1802			
				CODE 00244			
17a. CONTRACTOR/OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY		CODE	
				Austin Payment Center Department of Veterans Affairs PO Box 149971 Austin TX 78714-9971 PHONE: (877) 353-9791 FAX: (512) 460-5429			
TELEPHONE NO.		DUNS:		DUNS+4:			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Coatesville VAMC Laundry Service						
(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 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 checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				<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

INDEFINITE-DELIVERY, INDEFINITE-QUANTITY TYPE CONTRACT

The Government anticipates awarding a two-year, single-award, indefinite-delivery, indefinite-quantity contract. A minimum ordering amount of \$10,000.00 is guaranteed to the contractor. After that minimum ordering amount is satisfied, the Government is not obligated to place additional task orders. The maximum amount of all task orders issued under the contract will not exceed \$432,479.00.

B.1 CONTRACT ADMINISTRATION DATA

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

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

- a. CONTRACTOR: To be determined
- b. GOVERNMENT: Contracting Officer 36C244 John Barton/ ACO

Department of Veterans Affairs

Network Contracting Office 4

1010 Delafield Road

Pittsburgh PA 15215-1802

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 ☒ Invoicing and payment will be made at the task order level.

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.

Austin Payment Center

Department of Veterans Affairs

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

B.3 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Uniforms Contract Period: Base POP Begin: 10-01- 2016	20,000.00	LB		

POP End: 09-30-2017						
0002	Mops (wet/dust) Contract Period: Base POP Begin: 10-01- 2016 POP End: 09-30-2017	26,000.00	LB	_____	_____	_____
				—	—	—
0003	Patient Clothing Contract Period: Base POP Begin: 10-01- 2016 POP End: 09-30-2017	155,740.00	LB	_____	_____	_____
				—	—	—
0004	General Linen Contract Period: Base POP Begin: 10-01- 2016 POP End: 09-30-2017	698,260.00	LB	_____	_____	_____
				—	—	—
1001	Uniforms Contract Period: Base POP Begin: 10-01- 2017 POP End: 09-30-2018	20,000.00	LB	_____	_____	_____
				—	—	—
1002	Mops (wet/dust) Contract Period: Option 1 POP Begin: 10-01- 2017 POP End: 09-30-2018	26,000.00	LB	_____	_____	_____
				—	—	—
1003	Patient Clothing Contract Period: Base POP Begin: 10-01- 2017 POP End: 09-30-2018	155,740.00	LB	_____	_____	_____
				—	—	—
1004	General Linen Contract Period: Base POP Begin: 10-01- 2017 POP End: 09-30-2018	698,260.00	LB	_____	_____	_____
				—	—	—
				GRAND TOTAL	_____	_____

PERFORMANCE WORK STATEMENT

Section 1 – Scope of Work

1.1 Scope of work

1.1.1. This document contains the technical provisions for laundry/linen services that are to be provided to the Veterans Affairs Medical Center (VAMC) located in Coatesville, PA.

1.1.1.1. The work required by this Performance Work Statement (PWS), consists of furnishing the physical 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, as outlined in Section 5.

1.1.1.2. All workmanship shall be in accordance with practices established by the Association for Linen Management (ALM) (formerly National Association of Institutional Linen Management), Drycleaning & Laundry Institute International (DLI) (formerly International Fabricare Institute), Textile Rental Services Association (TRSA) and accepted industry standards. It is intended that services shall include all processes necessary for the laundering of articles even though every step involved is not specifically mentioned. All work shall be performed under sanitary conditions as specified by the Joint Commission (formerly the Joint Commission on Accreditation of Healthcare Organizations).

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

1.1.3. 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 5 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.

1.1.4. Scheduled services are to be accomplished subject to emergency situations, which may require alteration of schedules. 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.

1.1.5. 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 appropriate.

1.2 Contractor Experience

The Contractor shall have experience in providing hospital 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 health care/patient care environments (e.g. inpatient, and outpatient medical treatment facilities); for a minimum of three consecutive years prior to submitting proposal.

1.3 Supervision by Contractor

1.3.1 The Contractor shall assign an on-site manager who shall be physically present during work hours. The on-site manager is solely responsible to supervise the provision of these laundry/linen services to the Coatesville VAMC and serves as the primary point of contact with the Government. The Contractor shall designate a qualified alternate to substitute 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:

1.3.1.1 Certified by ALM or graduate of an independently controlled management training program emphasizing institutional laundry.

1.3.1.2 CPM shall have at least three (3) years of specialized experience in this capacity. This specialized experience may be substitute for certification.

1.3.2 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 within 15 days after award. The same information will be provided for a qualified alternate when the CPM is not available.

1.3.3 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.

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

1.4 Personnel Qualifications and Requirements for Contract Service

1.4.1 Employment

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

1.4.1.2 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.

1.4.2 Training

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 attended refresher training.

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 will not be limited to the following topics:

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

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.

1.4.2.2.3 Proper use and handling of supplies and equipment.

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

1.4.2.2.5 Familiarization with local fire prevention and safety procedures.

1.4.2.2.6 Familiarization with equipment operational manuals.

1.4.2.2.7 Individual duties and responsibilities.

1.4.2.2.8 Procedures for replenishing supplies and obtaining equipment repair.

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

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

1.4.2.2.11 A general orientation of laundry operating procedures and policies.

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

1.4.2.2.13 Compliance with Occupational Safety and Health Administration (OSHA)'s Bloodborne Pathogens Standard 29 CFR 19.10.1030, which covers Universal precautions and use of PPE (Personal Protective Equipment).

1.4.2.2.14 Hepatitis B virus (HBV) requirement.

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

1.4.2.4 Personal Hygiene – Contractor personnel shall be clean and neat in appearance.

1.4.2.5 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 personal that become injured or ill on the job at cost to the Government.

1.4.2.6 Physical Examinations

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

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

1.4.2.7 Miscellaneous

1.4.2.7.1 The contractor is responsible for compliance with all appropriate Joint Commission, VA and other regulatory agencies record keeping requirements.

1.5 Quality Control and Quality Assurance for Contract Service

1.5.1 Quality Control – 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 and CO. 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:

1.5.1.1 An inspection system covering the performance in Section 7, of the Quality Assurance/Performance Requirements summary.

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

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

1.5.2 Quality Assurance – The Government will monitor the Contractor’s performance under this contract using the Quality Assurance Procedures outlined in Section 7. Assessments may be made monthly by the Government in accordance with stated limits on discrepancies.

1.5.3 Pre-Award Survey – The Contractor shall have management officials, of an appropriate level, represent the firm. The Contractor shall also be prepared to present a briefing regarding the manner in which these contractual obligations are to be accomplished. As a minimum, the Contractor shall address the following items of information in the presentation:

1.5.3.1 Start-up and phase-in schedule.

1.5.3.2 Procedures to secure Government property while under Contractor’s jurisdiction.

1.5.3.3 Availability of labor force (manning chart), plant for recruiting, type and extent of training.

1.5.3.4 The role of the CPM and extent of authority.

1.5.3.5 A copy of the Contractor’s Policy and Procedure Manual.

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

1.5.3.7 Procedures to be used to ensure contract requirements are met (Quality Control Program).

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

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 monitoring certification of the Contractor’s performance by the COR. The CO will furnish the name of the COR for the facility prior to the start date of the contract. The Contractor shall be advised the extent of the authority of the COR. The COR shall have access to plant facilities, without necessity of prior notification to Contractor. Each phase of the services render under this contract is subject to Government inspection during both the Contractor’s operation and after completion of task. The Government’s program is not a substitute for quality control by the Contractor.

1.7 Performance Evaluation Meetings

1.7.1 The CPM shall meet with the COR on a minimum frequency of once each month according to schedule establish by the COR. On occasion the COR may be accompanied by the CO.

1.7.2 The issuance of a Contract Discrepancy Report (CDR) may be cause for the scheduling of additional meeting (s) between the CPM, COR and the CO. 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.

1.8 Correspondence

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

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 (M-F). A note will accompany the articles returned identifying the area or origination, and the type of linen item it was found on (ex: general, special).

1.10 Safety and Fire Prevention

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

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.

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

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

1.10.5 The contractor shall display approved warning devices in all areas where operations may cause traffic obstruction and personnel hazard.

1.11 Damage and Equipment Loss

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 and a copy forwarded to CO.

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.

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.

1.12 Linen Control

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

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

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.

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

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 CO, along with the approval of the COR, on a quarterly basis. The Vendor will supply an itemized list of linen that will be replaced, (including item description quantity and unit cost).

1.12.6 Claim of Patients and Employees. The Contractor shall establish procedures for the settlement of claims for loss or damage to property of patients and employees while in Contractor's possession. The procedures must be established, and copy provided to the CO for approval within 20 calendar days after the contract award date.

1.13 Delivery Requirements

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 report of clean linen delivered must show date, the name of the item, amount of pieces delivered, cart number/weight and where they were delivered.

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

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 plastic covers to protect them against contamination while in transit between the laundry plan and the Medical Center. Laundry bags or liners used to transport soiled laundry must be laundered after use.

1.13.4 Clean linen and specialty items shall be available for transport Monday-Friday except for federal holidays. Soiled linen and specialty items will be available for processing Monday-Friday except for federal holidays. Deliveries will be made at a time set by this contract or by the COR at the Coatesville VA Medical Center.

1.13.5 Clean linen will be processed and packaged as specified in Section 5.

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

1.13.7 Clean linen delivery and soiled linen pickup shall be between 6:00 am and 2:00 pm, Monday through Friday or as established by the COR at the following Medical Center location:
VA Medical Center
1400 Blackhorse Hill Road
Bldg 15
Coatesville, PA 19320

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 on duties.

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 available, upon discovery by the Contractor, to the COR by phone and a follow-up fax.

1.16 Contingency Plan

Contractor shall furnish with his proposal 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.

Section 2 – Definitions

2.1 Definitions

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

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

AQL (Acceptable Quality Level) – The maximum percent of defective work, or number of defects that will be allowed before work is considered unsatisfactory. An AQL does not imply that the Contractor has knowingly performed 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.

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

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

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

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

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

COR (Contracting Officer's Technical Representative) – Any person or persons authorized to act for the Contracting Officer within authority limits.

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

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

Defect – Each instance of non-compliance with a contract requirement. A defect may be caused by either non-performance or poor performance. Each defect is subject to deductions, as set forth in Section 7.

Delivery Point – Point which soiled linen is picked up for processing by the Contractor and clean linen delivered to the Medical Facility.

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

Emergency – An unforeseen combination of circumstances, or the resulting state, which requires immediate action. An emergency situation shall be declared by the COR.

Fair Wear and Tear Condition – Worn out by normal usage with no negligent misuse involved and cannot be used for its intended purpose.

Federal Holidays – The date of observance by the Federal Government of the following holiday:

New Year's Day (January 1st), 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 (November 11), Thanksgiving Day (4th Thursday in November), and Christmas

Day (December 25). When such holiday falls on first non-workday, the preceding workday will be considered a holiday. When such holiday falls on the second non-workday, the next workday will be considered a holiday.

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 do have to have logo.

Government – The United States Government, Headquarters, VA, VAMS, and the term used to refer to the official designated to administer the contract or their designated representatives.

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

Joint Commission – A national organization dedicated to improving the care, safety, and treatment of patients in health care facilities.

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

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

Linen Inventory – An itemized listing of quantities and values for accounting purposes of linen items in circulation at the Coatesville VA Medical Center.

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

Medical Center Director –The person with final responsibility for the mission of the Medical Center. A Medical Center Director may have final authority over more than one Medical Center.

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

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

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

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

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

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

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

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

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

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

Separation – Physical separation of contaminated materials from other materials or personnel to prevent the spread of contamination.

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

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

Shall – This word is used in connection with the contractor and specifies that the provision is binding.

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

Standard – A Government acknowledged measure of comparison.

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

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

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

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

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

Trash – Rubbish or refuse.

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

Unsatisfactory Performance – Failure to meet the AQL.

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

Headquarters – Veterans Affairs Central Office.

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

Section 3 – Acronyms

3.1 Commonly used Acronyms

AQL	Acceptable Quality Level
CDR	Contracting Discrepancy Report
CO	Contracting Officer
COR	Contracting Officer's Representative
CPM	Contractor's Plant Manager
FW&T	Fair Wear and Tear
IAW	In Accordance With
DLI	Drycleaning & Laundry Institute International
IG	Inspector General
MCD	Medical Center Director
ALM	Association for Linen Management
PWS	Performance Work Statement
QC	Quality Control
RS	Random Sampling
TRSA	Textile Rental Services Association
VA	Department of Veterans Affairs

Section 4 – Government Furnished Property and Services

4.1 Materials

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

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

4.1.3 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.

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

Section 5 – Contractor Furnished Items

5.1 Materials

Contractor shall furnish all materials necessary to perform the tasks specified in the contract except to the extent specified in Section 4. The contractor shall secure all materials and supplies that comply with Local, State and Federal environmental laws.

5.2 Vehicles

The contractor shall provide all required 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. Vehicles efficiency is solely the responsibilities due to vehicle breakdown or failure of vehicles to operate. All operators must have current licensing and permits.

5.3 Linen

All standard linen items which are commercially available, as listed in Attachment 1, and/or have been agreed to by the CO, COR and Contractor.

5.4 Carts

Contractor shall maintain bulk delivery linen carts in good repair for employee safety/ergonomics. Replacement or additional cart requirements shall be the responsibility of the contractor. All carts shall be numbered and have empty weight indicated on both ends.

5.5 Rags

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

5.6 Reports and Data

The contractor shall provide, in writing to the COR data and reports identified in Technical Exhibit 3.

5.7 Miscellaneous

The contractor shall furnish other items as identified within this contract, such as, orientation and training, medical exams, procedures manual, quality control program, required data.

Section 6 – Specific Tasks

6.1

The contractor shall accept for processing all soiled linens, uniforms, patients clothing, mops, etc. After processing all items are to be finished and delivered to the Medical Center in accordance with the terms outlined below.

6.1.1 Flatwork items that must be conditioned ironed and folded:

6.1.1.1 Apron, cook

6.1.1.2 Pillowcases, regular

6.1.1.3 Pillowcases, surgical

6.1.1.4 Sheets, poly/cotton, bed

6.1.1.5 Tablecloth

6.1.1.6 Towel, Kitchen

6.1.1.7 Towel, huck

6.1.1.8 Wrappers, surgical and misc. surgical linen:

Small

Medium

Large

6.1.1.9 Misc. items:

Medium

Large

6.1.1.10 Surgical Scrubs

Tops

Bottom

6.1.2 Items that must be finished and placed on hangers:

6.1.2.1 Patient personal clothing (shirts/pants)

6.1.2.2 Shirt, Uniform

6.1.2.3 Trouser, Uniform

6.1.2.4 Smock, knee length long coats

6.1.2.5 Coveralls

6.1.2.6 Coat, short

6.1.2.7 Pantsuit, top

6.1.2.8 Pantsuit, bottom

6.1.2.9 Scrubs used as a uniform

6.1.2.10 Dress

6.1.2.11 Top

6.1.2.12 Bottom

6.1.3 Items that must be tumbled dried and folded:

- 6.1.3.1 Bathrobe
- 6.1.3.2 Blankets, bath
- 6.1.3.3 Blankets, bedspread
- 6.1.3.4 Cover, mattress
- 6.1.3.5 Curtains, shower
- 6.1.3.6 Curtains, cubicle
- 6.1.3.7 Gown, operating
- 6.1.3.8 Gown, patient
- 6.1.3.9 Gown isolation
- 6.1.3.10 Pads absorbent
- 6.1.3.11 Pads mattress
- 6.1.3.12 Pajamas
- 6.1.3.13 Coat
- 6.1.3.14 Trousers
- 6.1.3.15 Towel, bath
- 6.1.3.16 Misc. items:
 - Small
 - Medium
- 6.1.3.17 Warm-up jacket
- 6.1.4 Items that must be cleaned dried and returned in bulk:
 - 6.1.4.1 Mops, wet
 - 6.1.4.2 Mop, dust
- 6.1.5 Items that must be dried and placed in laundry bags:
 - 6.1.5.1 Linen bags
 - 6.1.5.2 Cloth, wash
 - 6.1.5.3 Rags

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

- 6.1.6.1 Patient's personal clothing, which is not on hangers
 - Small
 - Medium

6.2 Packaging

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

6.2.2 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.

6.3 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:

6.3.1 Laundry:

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

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.

Section 7 – Applicable regulations, manuals, specifications and technical exhibits

7.1 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 immediate upon receipt by the contractor. The policies and procedures of mandatory directives shall be adhered to at all times. It is the contractor's responsibility to insure that all mandatory publications are posted and up to date.

MIL-STD-1916

Security Clearances or Access Controls

Facility policies concerning fire/disaster programs

Parking

Infection control manual

Facility policy on laundry, linen, uniform management

Other applicable regulations, manuals and specifications as identified locally.

7.2 Technical Exhibits

7.2.1 Technical Exhibit # 1 – Annual workload information by medical center

7.2.1.1 The workload stated in the following schedule of services is approximate, based on the volume handled in FY15, 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, products changes, product changes (new light weight fabrics), etc.

7.2.1.1.1 VAMC Coatesville, PA

Total Clean Pounds	
Total Soiled Pounds	900,000*
*Includes the following:	
Uniforms	20,000
Mops (wet/dust)	26,000
Patient Clothing	155,740
General Linen	698,260

****Includes standard items and station unique items not identify such as restraints, cubical curtains, and spreads.**

7.3 Technical Exhibit # 2

Performance Requirements Summary

7.3.1 Summary table

Performance Indicator	Performance Standard	AQL Maximum Allowable Degree if Deviation	Method – type of Surveillance Reduction when AQL Exceeded	Deduction Amount (Monthly Billing)
Shipment schedule is met	All quotas are delivered to Medical Center per established schedule	4 discrepancies per month	COR weekly inspection	1% for each discrepancy over 4, NTE 10%
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%
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.
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%
Proper textile finish	All articles are	2% per month	Random	1% for each

for items	properly processed; articles are free from wrinkles and scorches; IAW Stds.		Sampling – carts clean linen, daily.	percentage over 5%, NTE 10%
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 5%, NTE 10%
Provide required reports.	Data required submitted on time	N/A	Checklist	1% for each late item x days late (Max of 10%)
Damaged Clean linen items.	Laundered items are not physically damaged due to improper processing or carelessness.	2% per month	Random Sampling - carts of clean linen, daily.	1% for each percentage over 2%, NTE 10%
Response	CPM responds within 1 hr. to request for contact from CO, Lead COR, facility COR	One discrepancy per month	COR awareness	1% per occurrence above one discrepancy, NTE 5%
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% per month	Daily inspections	2% per percentage above 2%, NTE 10%

7.3.2. Performance Requirements Summary Method of Application

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.

7.3.2.2 The purpose of this section is to:

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

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 run operation.

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

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.

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.

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-1016. Other areas will be reviewed periodically (e.g., monthly, quarterly, semi-annually).

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

7.3.2.4.1 MIL-STD-1016 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 COR 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.

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.

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

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.

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.

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

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

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

X Deduct Percentage $\frac{4\%}{}$

Deduction from this month's invoice is \$ 120.00

EXAMPLE PER PERCENT:

IF: Packaging is not properly 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

X Deduct Percentage $\frac{3\%}{}$

Deduction from this month's invoice is \$ 90.00

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

7.4. Sampling Guides

7.4.1. SAMPLING GUIDE 1

CLEANLINESS OF LINEN

1. AQL: 2% Maximum Allowable Degree of Deviation
2. Lot size: $\frac{\text{ } * \text{ } }{\text{ }}$ (number of carts received per day)
3. Sample size: $\frac{\text{ } * \text{ } }{\text{ }}$
4. Sampling and Inspection Procedure: Select $\frac{\text{ } * \text{ } }{\text{ }}$ random carts per day from each delivery of clean linen. Examine linen on carts selected for compliance with standards of cleanliness established contract.
5. Performance guide: A minimum of 95% compliance with established standards for clean linen is required.
6. Contract paragraphing: Paragraph 7.3.1, Summary Table, factor number 3.

7.4.2. SAMPLING GUIDE 2

FINISH AND PACKAGING

1. AQL: 2% Maximum Allowable Degree of Deviation
2. Lot size: ____ * ____ (number of carts received per day)
3. Sample size: ____ * ____
4. Sampling and inspection procedure: Select ____ * ____ random carts from each delivery of clean linen. Examine linen on carts selected for compliance with standards of finish and packaging established in contract.
5. Performance guide: A minimum of 98% compliance with established standards for finishing and packaging is required.
6. Contract paragraphing: Paragraph 7.3.1, Summary Table, factor numbers 5 and 6.

7.4.3. SAMPLING GUIDE 3

DAMAGE

1. AQL: 2 % Maximum Allowable Degree of Deviation
2. Lot size: ____ * ____ (number of deliveries per month)
3. Sample size: ____ * ____
4. Sampling and inspection procedure: Select ____ * ____ random carts per day from each delivery of clean linen. Examine linen on carts selected for compliance with standards for non-damage of linen item established in contract.
5. Performance guide: A minimum of 97.5% compliance with established standards for damaged linen is required.
6. Contract paragraphing: Paragraph 7.3.1, Summary Table, factor number 8.

7.4.4. SAMPLING GUIDE 4

CLEANING OF CARTS

1. AQL: 2%
2. Lot size: ____ * ____ (number of deliveries per month)
3. Sample size: ____ * ____
4. Sampling and inspection procedure: Select ____ * ____ random days required for delivery of clean linen. On the days selected, go to the laundry and verify that carts are being cleaned between unloading of soiled linen and loading of clean linen.
5. Performance guide: A minimum of 97.5% compliance with established standards for cleaning of carts is required.
6. Contract paragraphing: Paragraph 7.3.1, Summary Table, factor number 10.

7.5. Technical Exhibit #3 - Contractor Furnished Reports

7.5.1 Damage to Government property.

7.5.1.2 Monthly report of washroom chemical titration and Ph.

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

7.5.1.4 Monthly Soiled Linen per Medical Facility(s) Report to include:

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

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

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

7.5.1.6 Detailed monthly statement of charges as stated in the Contract Terms and Conditions FAR Section 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.

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

7.5.1.8 Other reports as required by the Lead COR.

7.6. Technical Exhibit #4 - Designated Pick-Up and Delivery Locations

VA Medical Center
1400 Black Horse Hill Rd.
Coatesville, PA 19320

Soiled laundry is to be picked up – trailer storage at T-21
Clean laundry is to be delivered to Building 15.

SECTION 8 - QUALITY ASSURANCE EVALUATOR (QAE) SURVEILLANCE PLAN

8.1 INTRODUCTION

8.1.1 This QAE Plan has been developed for in-house operations or 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:

- 8.1.1.1 Sampling guides
- 8.1.1.2 Customer complaint surveillance guides; and
- 8.1.1.3 Surveillance activity checklist.

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

8.1.3 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.

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

8.2. HOWTO USE THE SURVEILLANCE PLAN

8.2.1 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.

8.2.2 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.

8.2.3 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.

8.2.4 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 Technical Exhibit 2, 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.

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

8.3 SAMPLING GUIDES

8.3.1 SAMPLING GUIDE 1

CLEANLINESS OF LINEN

1. AQL: .25 percent
2. Lot size: _____ (number of carts received per day)
3. Sample size: _____
4. Sampling and Inspection Procedure: Select _____ carts per day from each delivery of clean linen by using the random numbers tables. Examine linen on carts selected for compliance with standards of cleanliness established contract.
5. Performance guide: 2 percent of defects are allowed.
6. Contract paragraphing: Technical exhibit 4, factor number 4.

8.3.2. SAMPLING GUIDE 2

FINISH AND PACKAGING

1. AQL: 2.5 percent
2. Lot size: _____ (number of carts received per day)
3. Sample size: _____
4. Sampling and inspection procedure: Select _____ carts from each delivery of clean linen by using the random numbers tables. Examine linen on carts selected for compliance with standards of finish and packaging established in contract.
5. Performance guide: 2.5 percent of defects are allowed.
6. Contract paragraphing: Technical exhibit 4, factor numbers 7 and 8.

8.3.3. SAMPLING GUIDE 3

DAMAGE

1. AQL: 1.0 percent
2. Lot size: _____ (number of deliveries per month)
3. Sample size: _____
4. Sampling and inspection procedure: Select _____ carts per day from each delivery of clean linen by using the random numbers tables. Examine linen on carts selected for compliance with standards for non-damage of linen item established in contract.
5. Performance guide: 1.0 percent defects are allowed.
6. Contract paragraphing: Technical exhibit 4, factor number 8.

8.3.4. SAMPLING GUIDE 4

CLEANING OF CARTS

1. AQL: 2.5 percent
2. Lot size: _____ (number of deliveries per month)
3. Sample size: _____
4. Sampling and inspection procedure: Select _____ days required for delivery of clean linen by using the random numbers tables. On the days selected, go to the laundry and verify that carts are being cleaned between unloading of soiled linen and loading of clean linen.
5. Performance guide: 2.5 percent of total carts not cleaned satisfactorily.
6. Contract paragraphing: Technical exhibit 4, factor number 14.

8.4 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.

8.4.1 At the start of the contract, the QAE 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.

8.4.2 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.

8.4.3 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.

8.4.4 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."

8.5 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: _____

8.6 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.)

SURVEILLANCE ACTIVITY CHECKLIST

(To be performed (daily) (monthly) (weekly) as applicable)

CUSTOMER COMPLAINTS

Contract requirement	Contract section	Method of surveillance	Date complete	Where complete	Compliance
Soil and clean weights equal.	Technical exhibit 2	Check delivery tickets for month. Check periodic inventories. Daily weighing of soil and clean and weekly reconciliation of totals.			
No more than 7% reduction in whiteness or tensile strength after washing	Technical exhibit 2	Review independent laboratory reports on test pieces submitted by Contractor.			
Packaging is properly accomplished	Technical exhibit 2	Examine returned linen items to assure that they are properly and appropriately packaged, hung, bundled, etc			
Weights are accurate	Technical exhibit 2	Daily weighing upon receipt			
Provide data	Technical exhibit 2	Assure that all data request of contractor by terms of contract are complete and submitted on time			
Compliance with Joint Commission and VA requirements	Technical exhibit 2	Review appropriate records quarterly to assure that the VA or Contractor is complying with Joint Commission and VA requirements and properly documenting compliance			
Maintain quality control program	Technical exhibit 2	Review quality control program quarterly for effectiveness			

GENERAL LINEN ITEM AND SPECIFICATIONS

Note: Colors listed are suggested; however substitutions are acceptable as long as colors provided are coded by size. Samples of linen being furnished under the contract are required as part of the pre-award survey.

Flat Sheet	66"x115" cut size, T180, 50/50 cotton/poly blend, white, 1" hem both ends,
Pillow Case	21"x34", 2" turned under hem, 50/50 cotton/poly blend, T180, white
Bath Towel	20"x40", 86/14 cotton/poly blend (100% cotton looping-14% poly warp), 5.5-6.5 lb/dz, white, hemmed ends,
Wash Cloth	12"x12", 86/14 cotton/poly blend (100% cotton looping-14% poly warp), white, lb/dz,
Thermal Blanket	66"x90", 100% preshrunk cotton, white, 2.5-3.5 lb/ea
Mattress Pad	36"x75", 50/50 cotton poly quilted sheeting with polyester filling, white, bound edges without elastic anchor bands
Kitchen Apron	26" width 35" length, bib style, hemmed, white, cotton, bartacked waist ties
Dish Towel	17"x36", cotton, red striped, hemmed
Hand Towel	17"x36", cotton, huck weave, white, hemmed
Isolation Gown	barrier fabric, stockinette cuff, wrap around with full back overlap, reinforced tape ties, yellow, large
Patient Gown	50/50 cotton/poly blend, full overlap back, reinforced ties, 50" length, large, blue print
IV Gown	50/50 cotton/poly blend, full overlap back, four reinforced stainless steel snaps on sleeves, large, 50" length, tan print
Patient Robe	50/50 cotton/poly blend or seersucker, collarless, large tan print or tan/white stripe, two patch pockets, snap front
Hamper Bag	40x45" round bottom, 430 denier nylon pack cloth, white, Self-closing flap top with reinforced handhold straps bartacked at top & bottom, reinforced corners, must meet OSHA barrier regulations
Dust Mop	5"x24", blue twisted 100% synthetic fiber, looped end sewn to preshrunk polyester backing, bartacked ties, heat set, bias bound backing, requires no pretreatment
Wet Mop	16 oz, 200 looped 100% cotton strands, 16 ½" length, 5 ½" nylon mesh headband, preshrunk tailband

Pajama Top Male 50/50 cotton poly, T160, v-neck, 4 snap front, long sleeve, breast pocket, double stitched, color coded by size:

Sm - Blue
 Med - Brown
 Lg - Maroon
 Xlg - Yellow
 2xlg - Yellow/brown bias on lapel
 3xlg - Yellow/green bias on lapel
 4xlg - Yellow/blue bias on lapel
 5xlg - Yellow/white bias on lapel

Pajama Pants Male 50/50 cotton poly, T160, quad elastic waistband, 2 snap waist, 2 snap fly, double stitched, color coded by size:

Sm - Blue
 Med - Brown
 Lg - Maroon
 Xlg - Yellow
 2xlg - Yellow/brown waistband stitching
 3xlg - Yellow/green waistband stitching
 4xlg - Yellow/blue waistband stitching
 5xlg - Yellow/white waistband stitching

Pajama Top Female 50/50 cotton/poly, T160, 4 snap front, breast pocket, long sleeve, double stitched, color coded by size:

Petite -Teal
 Sm/med - Royal
 Lg/xlg - Rose
 2x/3x - Pink
 4x/5x – Navy

Pajama Pants Female 50/50 cotton/poly, T160, double stitched, quad elastic waistband, color coded by size:

Petite - Teal
 Sm/Med - Royal
 Lg/xlg - Rose
 2x/3x - Pink
 4x/5x – Navy

OTHER LINEN ITEM AND SPECIFICATIONS

Flat Sheet 72"x108", 50/50 cotton/poly, T180, 1" hem both ends,

Pillow Case 21"x34", 50/50 cotton/poly, T180, 2" turned under hem
 misty green

Towel 17"x33", 100% cotton, absorbent, lint free, hemmed, misty green

Hamper Bag 40x45, round bottom, 430 denier nylon pack cloth, self-closing flap top, with reinforced hand hold straps top and bottom, reinforced corners, white with 2-2" green "belly bands" at midway point of bag, band must completely encircle bag, Must meet OSHA barrier regulations

B.4 DELIVERY SCHEDULE

ITEM NUMBER			QUANTITY	DELIVERY DATE
0001	SHIP TO:	Coatesville VA Medical Center 1400 Blackhorse Hill Road Coatesville, PA 19320 2040	20,000.00	
	MARK FOR:	Dawn Bullen (610) 384-7711 ext. 3404 Dawn.Bullen@va.gov		
0002	SHIP TO:	Coatesville VA Medical Center 1400 Blackhorse Hill Road Coatesville, PA 19320 2040	26,000.00	
	MARK FOR:	Dawn Bullen (610) 384-7711 ext. 3404 Dawn.Bullen@va.gov		
0003	SHIP TO:	Coatesville VA Medical Center 1400 Blackhorse Hill Road Coatesville, PA 19320 2040	155,740.00	
	MARK FOR:	Dawn Bullen (610) 384-7711 ext. 3404 Dawn.Bullen@va.gov		
0004	SHIP TO:	Coatesville VA Medical Center 1400 Blackhorse Hill Road Coatesville, PA 19320 2040	698,260.00	
	MARK FOR:	Dawn Bullen (610) 384-7711 ext. 3404 Dawn.Bullen@va.gov		
1001	SHIP TO:	Coatesville VA Medical Center 1400 Blackhorse Hill Road Coatesville, PA 19320 2040	20,000.00	
	MARK FOR:	Dawn Bullen (610) 384-7711 ext. 3404 Dawn.Bullen@va.gov		
1002	SHIP TO:	Coatesville VA Medical Center 1400 Blackhorse Hill Road	26,000.00	

		Coatesville, PA 19320 2040	
	MARK	Dawn Bullen	
	FOR:	(610) 384-7711 ext. 3404	
		Dawn.Bullen@va.gov	
1003	SHIP TO:	Coatesville VA Medical Center 1400 Blackhorse Hill Road Coatesville, PA 19320 2040	155,740.00
	MARK	Dawn Bullen	
	FOR:	(610) 384-7711 ext. 3404	
		Dawn.Bullen@va.gov	
1004	SHIP TO:	Coatesville VA Medical Center 1400 Blackhorse Hill Road Coatesville, PA 19320 2040	698,260.00
	MARK	Dawn Bullen	
	FOR:	(610) 384-7711 ext. 3404	
		Dawn.Bullen@va.gov	

SECTION C - CONTRACT CLAUSES

ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS

Clauses 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 clauses are incorporated into 52.212-4 as an addendum to this contract:

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/>

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2015
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS	MAY 2015
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.237-3	CONTINUITY OF SERVICES	JAN 1991

C.2 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.3 52.216-18 ORDERING (OCT 1995)

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

(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.4 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$2,500.00, 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 \$400,000.00;

(2) Any order for a combination of items in excess of 400,000.00; or

(3) A series of orders from the same ordering office within 30 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 days after issuance, with written notice stating the Contractor's intent not to

ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

C.5 52.216-22 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 the final day of the effective period..

(End of Clause)

C.6 52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

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

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

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

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

(End of Clause)

C.7 SUPPLEMENTAL INSURANCE REQUIREMENTS

In accordance with FAR 28.307-2 and FAR 52.228-5, the following minimum coverage shall apply to this contract:

(a) Workers' compensation and employers liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General Liability: \$500,000.00 per occurrences.

(c) Automobile liability: \$200,000.00 per person; \$500,000.00 per occurrence and \$20,000.00 property damage.

(d) The successful bidder must present to the Contracting Officer, prior to award, evidence of general liability insurance without any exclusionary clauses for asbestos that would void the general liability coverage.

(End of Clause)

C.8 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(b) The use in this solicitation or contract of any VAAR (48 CFR Chapter FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

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

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

(End of Clause)

C.10 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

C.11 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 Pennsylvania. 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)

(End of Addendum to 52.212-4)

C.12 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.

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

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

☐ (13) [Reserved]

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

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

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

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

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

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

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 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)).

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

- ☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ☐ (23) 52.219-29, Notice of Set-Aside for, 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)).
- ☒ (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).
- ☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ☒ (28) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).
- ☒ (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- ☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- ☒ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- ☒ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☒ (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ☒ (34) 52.222-54, Employment Eligibility Verification (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.

☒ (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).

☒ (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).

☒ (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

☐ (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)

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

Department of Labor Wage Determination

Attachment	Description	Date	Pages
1	Department of Labor Wage Determination No. 2005-2450 Rev. 18	01-05-2016	10

SECTION E - SOLICITATION PROVISIONS

E.1 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 must be submitted on the SF 1449. 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 description of the offeror's technical capabilities to meet the requirements in the solicitation;
 - (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 provisions in Section E. and 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, to include three, recent and relevant contracts and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
 - (11) Reserved.
- (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) *Reserved.*
- (e) *Reserved.*

(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) *Reserved.*

(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) *Requests for Information*. See FAR 13.106-3(d).

(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:

E.2 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/>

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2015
52.237-1	SITE VISIT	APR 1984

E.3 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.4 52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (NOV 2014)

(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 or 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 the NATO Support Agency (NSPA) to entities located outside the United States and its outlying areas that the 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.

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.

(b) 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 (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

(c) If the Offeror indicates “has” in paragraph (b) 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.

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

Highest-level owner CAGE code:

Highest-level owner legal name:

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

(End of Provision)

E.5 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.6 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.7 52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of Provision)

E.8 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:

John Barton

Hand-Carried Address:

Network Contracting Office 4

H.J. Heinz Campus
Contracting (90C-A) Bldg. 70, Rm. 2A-229
1010 Delafield Road
Pittsburgh PA 15215-1802
Mailing Address:

Network Contracting Office 4

H.J. Heinz Campus
Attn: John Barton
1010 Delafield Road
Pittsburgh PA 15215-1802

(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.9 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

(b) The use in this solicitation of any VAAR Acquisition Regulation (48 CFR Chapter FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Provision)

E.10 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.11 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

EVALUATION—COMMERCIAL ITEMS

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, technical capability to meet the Government requirement, and past performance considered.

(End of Addendum to 52.212-1)

E.12 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
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(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)

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