

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NO. 657-17-3-1527-0005		PAGE 1 OF 82	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA255-17-Q-0249	
						6. SOLICITATION ISSUE DATE 05-29-2017	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Wallace, Kevin kevin.wallace2@va.gov				b. TELEPHONE NO. (No Collect Calls) 913-946-1958	
8. OFFER DUE DATE/LOCAL TIME 06-26-2017							
9. ISSUED BY Department of Veterans Affairs Network Contracting Office (NCO) 15 3450 S 4th Street  Leavenworth KS 66048				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 812332 SIZE STANDARD: \$38.5 Million			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO Department of Veterans Affairs St. Louis VA Healthcare System  915 N. Grand Blvd. St. Louis MO				16. ADMINISTERED BY Department of Veterans Affairs Network Contracting Office (NCO) 15 3450 S 4th Street  Leavenworth KS 66048			
17a. CONTRACTOR/OFFEROR		18a. PAYMENT WILL BE MADE BY		19. ITEM NO.			
CODE		CODE		20. SCHEDULE OF SUPPLIES/SERVICES			
				21. QUANTITY			
				22. UNIT			
				23. UNIT PRICE			
				24. AMOUNT			
				25. ACCOUNTING AND APPROPRIATION DATA			
				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
				27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA			
				27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA			
				28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1(one) COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			
				29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
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) KEVIN WALLACE Contracting Officer		31c. DATE SIGNED	

## Table of Contents

<b>SECTION B - CONTINUATION OF SF 1449 BLOCKS</b>	<b>4</b>
<u>B.1 CONTRACT ADMINISTRATION DATA</u>	4
<u>B.2 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)</u>	6
<u>B.3 SUBCONTRACTING COMMITMENTS--MONITORING AND COMPLIANCE (JUN 2011)</u>	7
<u>B.4 STATEMENT OF WORK</u>	8
<u>B.5 PRICE/COST SCHEDULE</u>	26
ITEM INFORMATION	26
<b>SECTION C - CONTRACT CLAUSES</b>	<b>27</b>
<u>C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (MAY 2015)</u>	27
<u>C.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)</u>	33
<u>C.3 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)</u>	33
<u>C.4 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION) (FEB 2015)</u>	33
<u>C.5 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (MAY 2011)</u>	34
<u>C.6 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)</u>	34
<u>C.7 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)</u>	35
<u>C.8 52.216-18 ORDERING (OCT 1995)</u>	36
<u>C.9 52.216-19 ORDER LIMITATIONS (OCT 1995)</u>	36
<u>C.10 52.216-22 INDEFINITE QUANTITY (OCT 1995)</u>	36
<u>C.11 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)</u>	37
<u>C.12 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)</u>	37
<u>C.13 52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)</u>	37
<u>C.14 SUPPLEMENTAL INSURANCE REQUIREMENTS</u>	38
<u>C.15 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)</u>	38
<u>C.16 52.237-3 CONTINUITY OF SERVICES (JAN 1991)</u>	39
<u>C.17 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)</u>	39
<u>C.18 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)</u>	39
<u>C.19 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)</u>	40
<u>C.20 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)</u>	40
<u>C.21 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)</u>	41
<u>C.22 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2017)</u>	41

<b><u>SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS</u></b> .....	<b>49</b>
<u>WAGE DETERMINATIONS INCORPORATED BY REFERENCE</u> .....	49
<b><u>SECTION E - SOLICITATION PROVISIONS</u></b> .....	<b>50</b>
<u>E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (OCT 2016)</u> .....	50
<u>E.2 52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION) (FEB 2015)</u> .....	57
<u>E.3 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)</u> .....	58
<u>E.4 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)</u> .....	58
<u>E.5 52.216-1 TYPE OF CONTRACT (APR 1984)</u> .....	60
<u>E.6 52.217-5 EVALUATION OF OPTIONS (JUL 1990)</u> .....	60
<u>E.7 52.233-2 SERVICE OF PROTEST (SEP 2006)</u> .....	60
<u>E.8 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (JUL 2016)(DEVIATION)</u> .....	60
<u>E.9 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)</u> .....	61
<u>E.10 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)</u> .....	61
<u>E.11 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)</u> .....	62
<u>E.12 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (DEC 2016)</u> .....	63

**SECTION B - CONTINUATION OF SF 1449 BLOCKS****B.1 CONTRACT ADMINISTRATION DATA**

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

(a). **CONTRACT ADMINISTRATION:** All contract administration matters will be handled by the following individuals:

(1). **CONTRACTOR:**

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

DUNS:

Tax Identification Number (TIN):

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

Contact person name:

Contact person email:

Contact person telephone:

Contact person fax:

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

(2). **GOVERNMENT:**

DEPT. OF VETERANS AFFAIRS  
 Veterans Health Administration  
 Network Contracting Office (NCO) 15  
 Contracting Officer Kevin C. Wallace  
 3450 S 4<sup>th</sup> Street  
 Leavenworth KS 66048

(b). **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 Central Contractor Registration, or  
☐ 52.232-36, Payment by Third Party

(c). **INVOICES:** Invoices shall be submitted:

- (1). Quarterly ☐  
 (2). Semi-Annually ☐  
 (3). Other ☒ – Monthly, in arrears for services furnished during the previous month. Invoice must specify Contract Line Item Number (CLIN), quantity furnished and date furnished.

(d). **GOVERNMENT INVOICE ADDRESS:** Invoices will be provided in accordance with the requirements listed in FAR 52.212-4, Commercial Items – Terms and Conditions, (MAY 2014), (g) Invoice; and VAAR 852.232-72 Electronic Submission of Payment Request (NOV 2012); electronically to:

Department of Veterans Affairs  
 Financial Services Center  
<http://www.fsc.va.gov/einvoice.asp>  
 Austin TX

(e). **REFERENCE NUMBERS:** Please reference both the contract number (to be assigned) and the obligation number (to be assigned) on all correspondence and invoices. If contract option years are

exercised, new obligation numbers will be issued and identified on the contract modification document.

(f). AUTHORIZATIONS:

(1). The Contracting Officer (CO) named in Section (a) above is responsible for the overall administration of this contract. Only the CO has the authority to make changes which affect:

- (A). Contract prices,
- (B). Quality,
- (C). Quantities, or
- (D). Delivery terms and conditions.

(2). Contracting Officer Representatives (COR) and Alternate Contracting Officer's Representatives (Alt-COR) may be assigned to this contract. The COR and Alt-COR shall be provided specific written delegated authority by the CO, a copy of which will be provided to the Contractor.

(g). CHANGES TO THE CONTRACT: No individual or activity has authority to ADD, DELETE, CHANGE, OR MODIFY this order except by the CO or by written authority specifically delegated by the CO.

(h). CONTRACT TIME PERIOD:

(1). The base contract period shall commence **August 1, 2017** and expire **July 31, 2018**.

(2). At the discretion of the government, and in accordance with 52.217-9, Option to Extend the Term of the Contract, the contract may be extended four (4) one (1) year periods. Notice of an extension must be served in writing by the VA prior to the scheduled expiration date. An extension may be exercised subject to the continued acceptable performance and responsibility of the Contractor, the continued requirement for services, and the availability of funds.

(i). FAR 52.222-41 SERVICE CONTRACT ACT OF 1965: The Contracting Officer has determined that the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*) will apply to this contract. The services identified in the Statement of Work (SOW) that are to be provided under this contract do not meet the test of 29CFR 300 as "Professional Employees" and more specifically 29 CFR 540.301 as "Learned Professionals". As such those employees are covered by the act. However, if employees other than the ones identified in the SOW are subsequently provided in the performance of the contract, this determination may not be applicable to them and the Act may not apply to those employees.

(j). CERTIFICATIONS:

(1). As required by Section E.3 FAR clause 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION) (MAR 2012), please mark your response to the question below:

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). As required by Section E.4 FAR clause 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2014), please mark your response to the question below:

The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(3). As required by section E.12 FAR clause 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (MAY 2014), if you have completed the annual representations and certifications electronically via <http://www.acquisition.gov> please mark your response and complete the following:

FAR 52.212-3 (b) (2) - The offeror [ ] has [ ] has not 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 \_\_\_\_\_

(k). ACKNOWLEDGMENT OF AMENDMENTS: The offeror acknowledges receipt of amendments to the solicitation numbered and dated as follows:

AMENDMENT NUMBER	DATE

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

This solicitation includes 52.219-6 -- Notice of Total Small Business Set-Aside. 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 SUBCONTRACTING COMMITMENTS--MONITORING AND COMPLIANCE (JUN 2011)**

This solicitation includes VAAR 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, and VAAR 852.215-71, Evaluation Factor Commitments. Accordingly, any contract resulting from this solicitation will include these clauses. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) to assist in assessing contractor compliance with the subcontracting commitments incorporated into the contract. To that end, the support contractor(s) may require access to the contractor's business records or other proprietary data to review such business records regarding contract 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 compliance with the subcontracting commitments.

## B.4 STATEMENT OF WORK

### GENERAL DESCRIPTION:

Contractor shall provide labor, equipment, supervision, management, supplies, transportation, and facilities, for the cleaning, processing and finishing of Government Owned Linen, consisting of: sheets, blankets, pillow cases, clinic blankets, laundry bags, scrubs, gowns, mop heads, rags, uniforms, towels, surgical gowns, pajamas etc, except as identified elsewhere in this solicitation. The government will supply and contractor will maintain government supplied carts. When there are not sufficient carts available the contractor will supplement with contractor owned carts at no additional cost. The government will return the contractor supplied carts on or about the next scheduled delivery. Perform complete and all-inclusive contractor owned/contractor operated bulk laundry/linen services for Department of Veterans Affairs, NCO 15, St. Louis VA Healthcare System, including the two medical facilities listed below, at the prices indicated in this Schedule. All services are to be performed in accordance with standard industry practices and quality control measures and all requirements herein. Services shall include pick-up and delivery of items to the respective medical center and facilities by contractor personnel. Soiled linen shall be picked up and clean linen delivered each Monday through Friday for the Jefferson Barracks Division, and Monday through Saturday deliveries for the John Cochran Division, including federal holidays (except as noted below). Contractor services turn-around shall be performed accordingly to support medical center operations. Laundry that is picked up on one day should be delivered back clean the next day; For the JB division, the dirty laundry that is picked up on Friday is to be delivered back clean on Monday. For JC, the laundry that is picked up on Saturday is delivered back clean on Monday. Deliveries for Jefferson Barracks/Baumgartner every week day should be 6:00am-6:30am and the John Cochran every week day should be 7:00am-7:30am.

VA St. Louis Health Care System  
Attn: Maureen Cottner (137/JB)  
Jefferson Barracks VA Medical Center  
#1 Jefferson Barracks Dr.  
St. Louis, MO 63125  
AND  
John Cochran VA Medical Center  
915 N. Grand Ave.  
St. Louis, MO. 63106

The facilities are tractor/trailer accessible.

### ESTIMATED QUANTITIES:

Historical data is provided below. However, it is impossible to determine the exact quantities that will be required during the contract term. Each offeror whose offer is accepted wholly or in part will be required to provide all services that may be ordered during the contract term. The fact that all quantities are not ordered shall not constitute a price adjustment under any resulting contract to this solicitation.

<b>BASE THROUGH OPTION YEAR 4 ESTIMATES =</b>	<b>1,362,318 lbs. BASE YEAR</b>
	<b>1,498,550 lbs. OPTION YEAR 1</b>
	<b>1,648,405 lbs. OPTION YEAR 2</b>
	<b>1,813,245 lbs. OPTION YEAR 3</b>
	<b>1,994,570 lbs. OPTION YEAR 4</b>

This is an indefinite-delivery, indefinite-quantity (ID/IQ) contract utilizing Firm-Fixed-Price task Orders in accordance with FAR 16.500. Total orders placed against this contract shall not exceed \$10,000,000.00 over a five year period (five 12-month periods). The guaranteed minimum is \$250,000.00 for the base period only. There is no guaranteed minimum for the option periods, if exercised.



## 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 St. Louis VA Medical Centers #1 Jefferson Barracks Dr. St. Louis, MO 63125 and/or its satellite storage facility at 4683 Baumgartner Road, St. Louis, MO 63125 and John Cochran 915 N. Grand Ave. St. Louis, MO. 63106

1.1.1.1. The work required by this Statement of Work (SOW) consists of furnishing the VA St. Louis at locations listed above, labor, supervision, management, management support, supplies, ancillary equipment, vehicles and materials necessary for accomplishment of complete laundry/linen services, in accordance with specific tasks as described in Section 4 of this SOW.

**Provide linen cleaning and finishing services consisting of: bed linens (sheets, blankets, pillow cases), gowns, mop heads, rags, uniforms, towels, pajamas, scrubs etc.**

1.1.1.2. All workmanship shall be in accordance with practices established by the National Association of Institutional Linen Management (NAILM), Healthcare Laundry Accreditation Council (HLAC), International Fabricare Institute (IFI), Textile Rental Services Association (TRSA) and accepted industry standards. It is intended that services shall include all processes necessary for the laundering of the articles even though every step involved is not specifically mentioned. All work shall be performed under sanitary conditions as specified by the Joint Commission of Accreditation of Healthcare Organizations (JCAHO). **Physical separation, through the presence of a barrier wall and the use of pass-through equipment is required to maintain positive air pressure in the clean section relative to a negative air pressure in the soiled section.** In no case shall clean and soiled linen share the same physical space. The Laundry Plant layout/design must incorporate a “design for asepsis” where by clean linen does not come into contact with soiled linens nor share the same physical space, thus avoiding cross-contamination or reintroduction of bacteria once processed. Plants in which the work is done shall be open to inspection of sanitary conditions at all times by Government representatives. After processing, laundered articles shall be in serviceable and sanitary condition, meeting established quality and performance requirement standards as shown in Section 6 ‘Quality Assurance’.

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 Representative (COR) and/or 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 Summary Table 6.3.1, 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. All linen items are to meet standards established by Summary Table 6.3.1. to ensure the items meet certain specifications before they are determined by the Contractor Plant Manager (CPM) to be unusable.

1.1.5. Scheduled services are to be accomplished subject to emergency situations, which may require alteration of schedules on the part of the contractor in order to meet emergency needs of the VA. Emergency situations will be defined by the Contracting Officer's Representative (COR). In the event of Medical Facility emergencies, disaster, or drills, the Contractor shall perform all laundry/linen services

required by the Medical Facility at the same rate and turnaround time previously agreed upon for normal operations.

## **1.2. Contractor Experience.**

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

## **1.3. Supervision by Contractor:**

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

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

1.3.1.2. CPM shall have at least three years of specialized experience processing hospital linen in a manner which meets all the requirements of this Statement of Work. This specialized experience may be substituted for NAILM certification.

1.3.2. The CO and COR shall be provided with the name, address and telephone number where the CPM is to be reached during normal business hours and off duty hours. The same information shall be provided for a qualified alternate when the CPM is not available. The alternate shall have equivalent experience to that of the CPM.

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 Facility COR. The CPM, and any designated alternate, shall have the contractor's authority to contractually commit the Contractor 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 shall 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 site specific (**See Wage Determination attachment**) 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. Miscellaneous:

The Contractor is responsible for compliance with all appropriate NAILM, HLAC, IFI, TRSA, JCAHO, FDA, OSHA, VA and other regulatory agencies record keeping requirements.

1.4.2.1. Cleaning of Work Area

Contaminated work surfaces shall be decontaminated with an appropriate disinfectant after completion of procedure; immediately or as soon as feasible when surfaces are overtly contaminated or after any spill of blood or other potentially infectious materials; and at the end of the work shift if the surface may have become contaminated since the last cleaning.

All bins, pails, cans, and similar receptacles intended for reuse which have a reasonable likelihood for becoming contaminated with blood or other potentially infectious materials shall be inspected and decontaminated on a regularly scheduled basis and cleaned and decontaminated immediately or as soon as upon visible contamination.

Cleaning of work area, with appropriate cleaning solution shall be done upon completion of sorting potentially hazardous soil and at the end of the workers shift. If the employee leaves the area for a period of time, for a break or lunch, then contaminated work surfaces must be cleaned.

Cleaning shall be done using a Quaternary cleaning solution. Areas to be cleaned include work tables, walls, floors, and any soiled area in the soil sorting area. A clipboard and form for recording cleaning shall be in the soil sorting area. Soil sorters shall record date and time the cleaning was performed. Soil sorters shall also sign showing that they performed this cleaning. This form shall be turned in on a weekly basis to the Plant Manager. Quaternary cleaning solution shall be sprayed in sufficient amount on areas to clean so as to moisten the surface and then wiped with a clean towel or rag.

1.4.2.2. Cleaning of Poly Truck Wheeled Containers

Cleaning of Poly Truck Wheeled Container shall be done immediately upon unloading the container. The container shall be sprayed with a sufficient quantity of Quaternary solution to wet the surface being cleaned and then wiped with a clean towel or rag. Any covers or bags shall be handled using universal precautions until cleaned.

**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. A copy of the Contractor's basic Quality Control Program shall be available for review and approval by the COR upon contract award and at any time during performance. Subsequent changes to the approved Quality Control Program must also be reviewed and approved by the COR (one COR for each facility). The program shall include, but not be limited to the following:

1.5.1.1. An inspection system covering the performance indicators given in Section 6 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 becomes 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 COR during normal working hours. Contractor shall provide reports to facility COR's as requested (Site Specific). The file

shall be turned over to the Government within 14 days of completion or 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 Table 6.3.1. Assessments may be made monthly by the Government in accordance with stated limits on discrepancies in that table.

#### **1.6. Government Representatives.**

1.6.1 COR: There will be a COR assigned for each facility. The COR is responsible for providing technical assistance to the CO in administration of the contract. COR refers to the individual assigned to this task at each of the supported facilities. This responsibility involves but is not limited to quality assurance inspection, surveillance reporting and monthly certification of the Contractor's performance. The CO will furnish the name of the COR prior to the start date of the contract along with a delegation of authority stating general responsibilities as well as limitations. The COR and the CO shall have access to plant facilities, without necessity of prior notification to Contractor. Each phase of the services rendered under this contract is subject to Government inspection during both the Contractor's operation and after completion of tasks. The Government's inspection program is not a substitute for successful quality control by the Contractor.

1.6.2 CO: The Contracting Officer is for administrative and legal aspects of the contract, as well as technical issues which cannot be resolved between the Contractor and the COR. The Contractor is responsible to advise the Contracting Officer of any suspected or actual problems, disputes, or any issues in general which could endanger contract performance.

#### **1.7. Performance Evaluation Meetings:**

1.7.1. The CPM shall meet with the COR and/or his delegates on a minimum frequency of once each month according to schedule established by the COR. The Contracting Officer will meet with the parties as needed or as requested.

1.7.2. The issuance of a Contract Discrepancy Report (CDR), which are used as corrective measures when standards are not being met, may be cause for the scheduling of additional meeting(s) between the CPM and the COR at the effected facility. 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 VA Medical Center, 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 shall accompany the articles returned identifying the area or origination, and the type of linen or item it was found on (ex: general, OR, special).

#### **1.10. Damage and Equipment loss:**

1.10.1. 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 shall be given to the COR.

1.10.2. When the Contractor has caused damage or loss of government property, or performance is determined to be unsatisfactory; the COR shall issue a Contract Discrepancy Report (CDR). The Contractor shall 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.

1.10.3. *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. 11. Linen Control

1.11.1. Contractor shall comply with all Government policies relative to linen control.

1.11.2. 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. Critical needs must be addressed same day. "Critical" is determined by COR and CO.

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

1.11.4. 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 a copy provided to the Contracting Officer for approval, within 20 calendar days after the contract award date.

#### 1.12. Delivery Requirements:

1.12.1. The Contractor shall provide the COR with written **inventory reports** (Order and Delivery Form) of all soiled linen processed and all clean linen delivered. The information for both soiled linen processed and clean linen delivered shall be recorded daily and delivered to the COR at the end of the current workweek. The reports of soiled linen received shall show date, pickup location, cart number(s) and weight(s), and the total pounds/items received. The reports of clean linen delivered shall show date, delivery location, description of item and Contract Line Item Number (CLIN), and quantities of each CLIN received. Laundry that is picked up on one day should be delivered back clean the next day; For the JB division, the dirty laundry that is picked up on Friday is to be delivered back clean on Monday. For JC, the laundry that is picked up on Saturday is delivered back clean on Monday. **These weights will be compared against VA weights to verify billings. A variance of less than 1% is acceptable. Variances greater than 1% will be considered lost or damaged and the responsibility of the contractor and not billable to the Government. The COR and the Contractor shall agree to the form and format to be used for reporting soiled linen pickup and clean linen delivery.**

Deliveries shall be made as follows:

Jefferson Barracks/Baumgartner- every week day; Monday- Friday 6:00 a.m.-6:30a.m. (except for when one of these days is a holiday. Holiday deliveries are not required).

John Cochran- every weekday 7:00a.m.- 7:30a.m. Monday- Friday and Saturday regardless of \*holidays. (\*except the following holidays, Thanksgiving Day, Christmas Day, and New Year's Day. Holiday deliveries are not required)

1.12.2. The COR will verify the deliveries daily and discuss any discrepancies with the CPM using the Soiled Linen/Clean Linen Inventory forms.

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

1.12.4. Clean linen will be processed and packaged as specified in Section 4.

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

#### 1.13. Circumstances to be reported.

The Contractor shall report any circumstances, which may affect the performance of the work and unhealthy or hazardous conditions or any delays or interference with work. Such reports shall be made immediately upon discovery by the Contractor to the COR by phone and a follow-up fax, with copies of all to the Contracting Officer.

#### 1.14. 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 shall also include transportation vehicle failure. Contingency plan shall include all elements of the primary contract.

### Government Provided Equipment

2.1 **Carts.** The government will supply and contractor shall maintain government supplied carts. When there are not sufficient carts available the contractor shall supplement with contractor owned carts at no additional cost. The government shall return the contractor supplied carts on or about the next scheduled delivery.

### Contractor Furnished Items

3.1. **Materials.** Contractor shall furnish all materials necessary to perform the tasks specified in the contract except to the extent specified in Section 2 (Government-furnished property and services). The Contractor shall secure all materials and supplies that comply with Local, State and Federal environmental laws. Contractor shall utilize green or environmental friendly products when possible.

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

3.3. **Scales.** The contractor is to provide scales for the purpose of weighing soiled linen carts being exported for processing and for weighing incoming soiled linen at the contractor's plant. These scales should have the capability of displaying the GROSS/NET weight and the TARE weight so that the weight

of the cart will be automatically deducted and displayed. A record of calibration by an independent, certified inspector shall be issued to the COR at least annually to assure true weights.

3.4. **Rags.** Salvaged items and or items to be used as rags when requested by the COR. i.e., terry material.

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

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

### **Specific Tasks**

4.1. The Contractor shall accept for processing all soiled linens, uniforms, patient clothing, mops, and micro fiber items. After processing all items are to be finished and delivered to the Medical Center in accordance with the terms outlined below. All items not on hangers must be neatly stacked with like items, grouped by size:

- 4.1.1 Flatwork items that must be ironed, and folded
  - 4.1.1.1. Pillowcases
  - 4.1.1.2. Sheets, poly/cotton, bed
  - 4.1.1.3. Misc. Items (napkins, etc.)
- 4.1.2. Items that must be finished and placed on hangers:
  - 4.1.2.1. Patient personal clothing (shirts / pants)
  - 4.1.2.2. Shirt, uniform
  - 4.1.2.3. Trouser, uniform
  - 4.1.2.4. Smock, knee length long coats
  - 4.1.2.5. Coveralls
  - 4.1.2.6. Coat, short
  - 4.1.2.7 Misc. Items
  - 4.1.2.8. Curtains, cubicle ironed or steamed tunneled.
- 4.1.3. Items that must be tumbled dried and folded:
  - 4.1.3.1. Bathrobe
  - 4.1.3.2. Blankets, bath
  - 4.1.3.3. Blankets, bedspread
  - 4.1.3.4. Gown, patient
  - 4.1.3.5. Pads, absorbent
  - 4.1.3.6. Pajamas
  - 4.1.3.7. Coat
  - 4.1.3.8. Trousers
  - 4.1.3.9 Towel, bath
  - 4.1.3.10. Misc. items
  - 4.1.3.11 Warm-up jacket
  - 4.1.3.12 Surgical scrubs
  - 4.1.3.13 Knitted fitted sheets
  - 4.1.3.13 Wash cloths
  - 4.1.3.14 Mattress pads/covers
  - 4.1.3.15 Laundry bags
- 4.1.4. Items that must be cleaned, dried and returned in bulk:
  - 4.1.4.1. Mops, wet and dry (**sort by color**)

4.2. Separating:

4.2.1. Linen is separated by item according to quotas, color, type and size, and established arrangement.

4.2.2 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.

4.2.3 Micro fiber items will be separated and processed according to manufacturer's recommendations.

4.3. **Additional Guidance.** To eliminate the need for separate listing of items that are received infrequently, the item "Miscellaneous: Small, Medium, Large" is not shown at the end of each lot, but is implied.

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

#### **5.1 Applicable Regulations, Manuals and Specifications**

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

MIL-STD- I 05D

Security Clearances or Access Controls

Facility Policies concerning

fire/disaster programs Parking

NAILM National Association of Institutional

Linen Management (IFI) International Fabricare

Institute

TRSA Textile Rental Services Association

JCAHO Joint Commission of Accreditation of Healthcare

Organizations ANSI/AAMI ST65:2000

HLCA – Healthcare Laundry Accreditation Council

Other applicable regulations, manuals and specifications as identified locally.

#### **5.2 Technical Exhibits**

5.2.1. Technical Exhibit #1: Annual Workload Information by Medical Center:



5.2.1.1. The workload stated in the following schedule of services is approximate, based on the volume handled in FY 2016, and in no way, is to be construed as a guarantee by the government as to work that will be processed under contract. In this regard, the workload is subject to changes resulting from many factors, i.e. hospital admissions, weather, mission changes, product changes (new light weight fabrics), etc. Laundry/linen services as specified and in accordance with all contract requirements:

**5.2.1.2. Exhibit 1**

VA Medical Center St. Louis (JB) estimated annual pounds 510,791lbs./yr.

VA Medical Center St. Louis (JC) estimated annual pounds 851,527 lbs./yr.

Total pounds 1,362,318 lbs./yr.

Note: Estimated quantity totals represent soiled laundry/linen weight.

Emergency laundering of linen by the VA is estimated at 26,000 lbs. /year (included above)

**Exhibit 2 Contractor Furnished Reports**

5.2.1.1 Damage to Government property- under the contractor's letterhead with an explanation.

5.2.2.1. Monthly report of chemical titration and PH.

5.2.2.2. NAILM, IFI or similar laboratory test piece report (monthly unless a problem develops)

5.2.2.3. Daily Linen reports to include -Pounds of soiled linen processed, pounds of clean linen delivered, piece count of clean linen delivered.

5.2.2.4. Detailed monthly statement of charges as stated in the Contract Terms and Conditions FAR Section 52.212-4.

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

5.2.2.6. The end of the month pounds analysis report. (Reports sent to all CORS)

5.2.2.7. Other reports as required by the COR.

**Quality Assurance Evaluator (QAE) Surveillance Plan**

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

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

6.1.3. The QAE Surveillance Plan has been developed to implement a service contract. It is designed to aid the Government's QAE in providing effective and systematic surveillance of all aspects of laundry

services. This plan provides for monitoring all contract requirements through a combination of methods. These are:

6.1.3.1. Sampling guides

6.1.3.2. Customer complaint surveillance guides

6.1.3.3. Surveillance activity checklist.

6.1.3.4. Contract Discrepancy Report (CDR)/Customer Complaint Record

6.1.3.5. Order and Delivery Form

6.1.3.6 Soiled Linen/Clean Linen Inventory Forms

6.1.3.7 Contractor Performance Evaluation (QTLY)

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

6.1.5. 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.

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

6.1.7 The Surveillance Plan for this contract is designed in accordance with the Office of Procurement Policy's (OFPP) guidance entitled 'The Surveillance Plan' which is available for viewing at [www.wifcon.com/ofpp4\\_ch4.htm](http://www.wifcon.com/ofpp4_ch4.htm) or request a copy from the Contracting Officer or the COR.

## **6.2. HOW TO USE THE SURVEILLANCE PLAN**

6.2.1. 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.

6.2.2. 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.

6.2.3. 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.

6.2.4. If the sampling guide indicates that the number of defects is too high, the current month's service will be considered unsatisfactory. If performance in any area is judged unsatisfactory, based on random sampling or other criteria as set forth in Summary Table 6.3.1. Performance Requirements Summary, of the Laundry Statement of Work, 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.

6.2.5. 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 SOW.

### 6.3 Performance Requirements Summary

#### 6.3.1 Summary Table:

Factor No.	Performance Indicator	Performance Standard	AQL Maximum Allowable Degree If Deviation Anything greater than what is shown in boxes below falls in the Unacceptable Criteria Level	Method – Type of Surveillance Reduction When AQL exceeded	Deduction Amount (monthly billing)
1.	Shipment schedule is met.	Bulk Laundry received at each Medical Center daily.	1 discrepancy per month	COR Daily inspection	1% Deduction of Monthly Billing (NTE 10%)
2.	Weights are accurate	Weight processed/ received equals weight billed	2 discrepancies per month	COR Delivery tickets and daily weight records compared against	1% Deduction of Monthly Billing

3.	Laundry is clean	Laundry is clean, dry, free of lint and odor, spots and stains removed.	2.5% per gross wt. processed each month.	Items monitored daily/return for rewash	None (rewashed at no additional charge)
4.	Whiteness and tensile strength retention.	Test specimen laundered IAW standard textile laboratory practice.	7% deviation after washing for whiteness retention and tensile strength loss	Contractor furnished specimen s per independent laboratory.	None (rewashed at no additional charge)
5.	Proper textile finish and packaging for items	All articles are properly processed; articles are free from wrinkles and scorches. bundled, tied, wrapped, covered, etc.; IAW Standards.	2% per month	Random Sampling -carts clean linen, Daily.	1% deduction of monthly billing (NTE 10%)
6.	Provide required reports.	Data required submitted on time.	1 discrepancy per month.	Check list	1% for each late item x days late (Max of 5%)
7.	Damaged Specialty linen items.	Laundered items are not physically damaged due to improper processing or carelessness.	0 percent per month	Random Sampling -carts of clean linen, daily.	Replace
8.	Response	CPM responds within 1 hr. to request for contact from CO or COR	No discrepancy immediate response (1Hour min)	COR awareness	1% deduction of monthly billing after 1 hour (NTE 10%)
9.	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	No discrepancy	Daily inspection s	1% deduction of monthly billing (NTE 10%)

### 6.3.2. Performance Requirements Summary Method of Application

6.3.2.1. The Contractor is required to perform all the work specified in the Statement of Work. 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 in the Performance Requirements Summary Table. Any amount deducted for deviation from the required performance will be reflected in an amount commensurate with the task.

6.3.2.2. The purpose of this section is to:

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

6.3.2.2.2. 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.

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

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

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

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

6.3.2.4. The criteria for acceptable and unacceptable performance are as follows:

6.3.2.4.1. MIL-STD-105D based on the lot size (number of times a service is performed in a month), sample size, and AQL for each contract requirement (Performance Indicator). When the number of defects in the Contractor's performance discovered by the Facility COR exceeds the AQL Maximum Allowable Degree of Deviation, the Facility COR shall be required to complete a CDR (Contract Discrepancy Report). The CDR will require the Contractor to explain in writing why performance was unacceptable, how performance will be returned to acceptable levels, and how recurrence of the problem will be prevented in the future.

6.3.2.4.2. 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.

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

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

6.3.2.5.2. 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 sixth column of the Performance Requirements Summary will be withheld as described below.

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

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

#### EXAMPLE PER DISCREPANCY:

IF: Shipment Schedule is not met. (Contractor is allowed 1 discrepancy) AND: “Shipment Schedule” - deduction percentage is 1% for each discrepancy over 1 NTE 10% AND: Number of total defective deliveries this month is 8 (less the 1 allowed, leaves 7, which results in 7% deduction percentage. AND:

CONTRACTOR’S INVOICE is \$3,000.00 X Deduct Percentage 7% Deduction from this month’s invoice is \$210.00

#### EXAMPLE PER PERCENT:

IF: Packaging is not properly accomplished. (Contractor is allowed .10% 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 3% Deduction from this months invoice is \$ 90.00

6.3.2.6.2. 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.

### 6.4. SAMPLING GUIDES

#### 6.4.1. SAMPLING GUIDE 1

##### CLEANLINESS OF LINEN

1. AQL: 2.5% 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 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 97.5% compliance with established standards for clean linen is required.
6. Contract paragraphing: Paragraph 6.3.1, Summary Table, factor number 3.

**\* In order to standardize sampling among all participating VA Medical Centers, which have various lot sizes, the sample size will be 10% of the actual number of carts received per day.**

#### 6.4.2. SAMPLING GUIDE 2

##### WHITENESS AND TENSILE STRENGTH RETENTION

1. AQL: 7% 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 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 93% compliance with established standards for clean linen is required.
6. Contract paragraphing: Paragraph 6.3.1, Summary Table, factor number 4.

**\* In order to standardize sampling among all participating VA Medical Centers, which have various lot sizes, the sample size will be 10% of the actual number of carts received per day.**

#### 6.4.3. SAMPLING GUIDE 3

##### TEXTILE 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 6.3.1, Summary Table, factor numbers 5.

**\* In order to standardize sampling among all participating VA Medical Centers, which have various lot sizes, the sample size will be 10% of the actual number of carts received per day.**

#### **6.4.4. SAMPLING GUIDE 4**

##### **REPORTS**

1. AQL: Data required and submitted on time

2. Lot size: \_\_\_\_ \* \_\_\_\_ (number of reports 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 no damage of linen item established in contract.

5. Performance guide: One discrepancy per month

6. Contract paragraphing: Paragraph 6.3.1, Summary Table, factor number 6.

#### **6.4.5. SAMPLING GUIDE 5**

##### **DAMAGE**

1. AQL: Replace the damaged item

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 no damage of linen item established in contract.

5. Performance guide: A minimum of 100% compliance with established standards for damaged linen is required.

6. Contract paragraphing: Paragraph 6.3.1, Summary Table, factor number 7.

**\* In order to standardize sampling among all participating VA Medical Centers, which have various lot sizes, the sample size will be 10% of the actual number of deliveries per month.**

#### **6.4.6. SAMPLING GUIDE 6**

##### **RESPONSE**

1. AQL: CPM responds within 1 hour

2. Number of contacts per month \_\_\_\_ \* \_\_\_\_

3. Sampling and inspection procedure: Contractor shall respond when contacted within 1 hour to the COR.

5. Performance guide: No discrepancy (1% deduction for each occurrence after 1 hour)

6. Contract paragraphing: Paragraph 6.3.1, Summary Table, factor number 8.

#### **6.4.7. SAMPLING GUIDE 7**

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

1. AQL: None are Acceptable

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 100% compliance with established standards for cleaning of carts is required.

6. Contract paragraphing: Paragraph 6.3.1, Summary Table, factor number 9.

**\* In order to standardize sampling among all participating VA Medical Centers, which have various lot sizes, the sample size will be 10% of the actual number of deliveries per month.**

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

6.5.1 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.

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

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

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

#### **6.6. CUSTOMER COMPLAINT RECORD**

Date/time of complaint:

Source of complaint:

Office:

Individual:

Nature of complaint:

QAE evaluation:

Date/time contractor or VA informed of complaint: \_\_\_\_\_

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

Action taken by contractor or VA:

QAE signature: \_\_\_\_\_

**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)

Contract requirement	Contract paragraphing	Method of surveillance	Date accomplished	Where accomplished	Compliance
Delivery Schedule is Met	6.3.1 Summary Table, Factor number 1	Review all quotas delivered to Medical Center to assure they match established schedule, weekly basis.			
Weights are accurate.	6.3.1 Summary Table, Factor number 2	Daily weighing upon receipt. Compare to delivery tickets on a weekly basis.			
No more than 7 percent reduction in whiteness or tensile strength after washing.	6.3.1 Summary Table, Factor number 4	Review independent laboratory reports on test pieces submitted by Contractor.			
Provide required reports.	6.3.1 Summary Table, Factor number 6	Assure that all data requested of contractor by terms of contract are complete and submitted on time, monthly basis. Technical exhibit 2			
Response	6.3.1 Summary Table, Factor number 8	Review reports from COR addressing responses for contact in excess of 1 hour on a monthly basis			
Compliance with JCAHO and VA requirements.	Para 1.1.1.2 and 1.4.2	Review Contractor compliance with Industry Practices.			

**B.5 PRICE/COST SCHEDULE****ITEM INFORMATION**

<b>ITEM #</b>	<b>DESCRIPTION OF SUPPLIES/SERVICES</b>	<b>EST LBS/MONTH</b>	<b>UNIT</b>	<b>PER POUND PRICE</b>	<b>EST. EXTENDED PRICE</b>
<b>BASE YEAR 08/01/2017 – 07/31/2018</b>					
<b>0001</b>	Linen/Laundry Processing for the STL VAHCS Approx. 1,362,318 lbs. per year	113,527	LBS	_____	_____
<b>BASE YEAR TOTAL</b> _____					
<b>OPTION YEAR 1: 08/01/2018 – 07/31/2019</b>					
<b>1001</b>	Linen/Laundry Processing for the STL VAHCS Approx. 1,498,550 lbs. per year	124,879	LBS	_____	_____
<b>OPTION YEAR 1 TOTAL</b> _____					
<b>OPTION YEAR 2: 08/01/2019 – 07/31/2020</b>					
<b>2001</b>	Linen/Laundry Processing for the STL VAHCS Approx. 1,648,405 lbs. per year	137,367	LBS	_____	_____
<b>OPTION YEAR 2 TOTAL</b> _____					
<b>OPTION YEAR 3: 08/01/2020 – 07/31/2021</b>					
<b>3001</b>	Linen/Laundry Processing for the STL VAHCS Approx. 1,813,246 lbs. per year	151,104	LBS	_____	_____
<b>OPTION YEAR 3 TOTAL</b> _____					
<b>OPTION YEAR 4: 08/01/2021 – 07/31/2022</b>					
<b>4001</b>	Linen/Laundry Processing for the STL VAHCS Approx. 1,994,571 lbs. per year	166,214	LBS	_____	_____
<b>OPTION YEAR 4 TOTAL</b> _____					
				<b>GRAND TOTAL</b>	_____

## SECTION C - CONTRACT CLAUSES

### C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (MAY 2015)

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

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

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

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

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

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

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

(g) *Invoice.*

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

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;

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

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

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

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

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

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

(i) *Payment.*—

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

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) *Interest.*

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

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

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

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

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

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

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

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

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

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

*(u) Unauthorized Obligations.*

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

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

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

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

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

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



(End of Clause)

#### 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.2 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)

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

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

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

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

(End of Clause)

#### **C.4 52.203-99 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.5 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (MAY 2011)**

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

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

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

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

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

(End of Clause)

#### **C.6 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)**

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

(1) When no longer needed for contract performance.

(2) Upon completion of the Contractor employee's employment.

(3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of Clause)

#### **C.7 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)**

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

*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) Commercial 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 and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

(b) Contractors shall ensure that the CAGE code is maintained throughout the life of the contract. For contractors registered in the System for Award Management (SAM), the DLA Commercial and Government Entity (CAGE) Branch shall only modify data received from SAM in the CAGE master file if the contractor initiates those changes via update of its SAM registration. Contractors undergoing a novation or change-of-name agreement shall notify the contracting officer in accordance with subpart 42.12. The contractor shall communicate any change to the CAGE code to the contracting officer within 30 days after the change, so that a modification can be issued to update the CAGE code on the contract.

(c) Contractors located in the United States or its outlying areas that are not registered in SAM shall submit written change requests to the DLA Commercial and Government Entity (CAGE) Branch. Requests for changes shall be provided at <https://cage.dla.mil>. Change requests to the CAGE master file are accepted from the entity identified by the code.

(d) Contractors located outside the United States and its outlying areas that are not registered in SAM shall contact the appropriate National Codification Bureau (points of contact available at <http://www.nato.int/structur/AC/135/main/links/contacts.htm>) or NSPA at <https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx> to request CAGE changes.

(e) Additional guidance for maintaining CAGE codes is available at <https://cage.dla.mil>.

(End of Clause)

#### **C.8 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 08-01-2017 through the end of the contract.

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

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

(End of Clause)

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

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

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

(2) Any order for a combination of items in excess of \$1,000,000.00; or

(3) A series of orders from the same ordering office within 2 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 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

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

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

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

"maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

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

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

(End of Clause)

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

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

(End of Clause)

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

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

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

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

(End of Clause)

#### **C.13 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.14 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 employer's 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.15 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)**

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

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

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

(End of Clause)

**C.16 52.237-3 CONTINUITY OF SERVICES (JAN 1991)**

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

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

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

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

(End of Clause)

**C.17 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.18 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)**

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

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

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

(End of Clause)



### **C.19 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)**

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

(End of Clause)

### **C.20 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.21 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 Missouri. 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.22 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2017)**

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

- (1) 52.209-10, 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 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

☒ (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (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 (NOV 2016) (15 U.S.C. 637(d)(2) and (3)).

- ☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (NOV 2016) of 52.219-9.
- ☐ (iii) Alternate II (NOV 2016) of 52.219-9.
- ☐ (iv) Alternate III (NOV 2016) of 52.219-9.
- ☐ (v) Alternate IV (NOV 2016) of 52.219-9.
- ☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☒ (19) 52.219-14, Limitations on Subcontracting (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 (OCT 2016) (E.O. 13126).
- ☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ☒ (28) 52.222–26, Equal Opportunity (SEP 2016) (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) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

**Note to paragraph (b)(35):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

☒ (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

☐ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

☐ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

☐ (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.)

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

☐ (ii) Alternate I (OCT 2015) of 52.223-13.

☐ (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-14.

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

☐ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-16.

☒ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

☐ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

☐ (47) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

☐ (ii) Alternate I (JAN 2017) of 52.224-3.

☐ (48) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

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

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

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

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

☐ (50) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☒ (51) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

☐ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (56) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (57) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

☒ (58) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (59) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (61) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

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

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

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

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

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

[X] (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

[X] (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).

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

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

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

[] (11) 52.237-11, Accepting and Dispensing of \$1 Coin (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 (NOV 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further 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 (SEP 2016) (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) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

**Note to paragraph (e)(1)(xvi):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

(xvii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).

(xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.225–26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 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.

(xxii) 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****WAGE DETERMINATIONS INCORPORATED BY REFERENCE****USDOL SERVICE CONTRACT ACT WAGE DETERMINATION INFORMATION**

This contract incorporates the U.S. Department of Labor (USDOL) wage determinations identified in the table below by reference, with the same force and effect as if they were incorporated into the solicitation in full text.

USDOL Service Contract Act Wage Determinations				
<u>Wage Determination</u>				Location (State)
<u>Area (County)</u>	<u>Number</u>	<u>Revision</u>		
		<u>No.</u>	<u>Date of</u>	
St. Louis	15-5075	-4	03/21/2017	MO

USDOL Service Contract Act Wage Determination Information (Continued)				
<b>Notes:</b>				
1 – FAR clause 52.222-41, Service Contract Act of 1965, As Amended (Nov 2007) is incorporated into this contract by reference under FAR clause 52.212-5, Contract Terms and Conditions Required To Implement Statutes Or Executive Orders – Commercial Items (Aug 2012).				
2 – In accordance with FAR 52.222-41, each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.				
3 – This contract incorporates the wage determinations identified in this table by reference, with the same force and effect as if they were incorporated into the contract in full text. Some wage determinations include counties that are not included in the Area(s) of Responsibility/ Jurisdiction that apply to the contract covered areas.				
4 – The full text of any wage determination identified in this table may be accessed electronically at the following website: <a href="http://www.wdol.gov/">http://www.wdol.gov/</a> ; Follow the access process identified in item 5 below.				
5 – On the first screen, click on “Selecting SCA WDs” under “Service Contract Act”. On the second screen, select state & county where the services are to be performed, and then click on “Continue”. Answer “Yes” to the first prompt, and in succession, answer “No” to the second, third, and fourth prompts. The latest edition of the wage determination may be viewed on the screen or printed.				
6 – The Department of Labor has held that Contractors must pay their employees the Service Contract Act wages while they are driving both to and from destinations for the VA.				
7 – Upon written request, the Contracting Officer shall provide a full text copy of any wage determination(s) identified in this table.				

## SECTION E - SOLICITATION PROVISIONS

### E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (OCT 2016)

(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 email specified in this solicitation at or before the exact time specified in this solicitation. **Please send them to Contracting Officer Kevin Wallace at [kevin.wallace2@va.gov](mailto:kevin.wallace2@va.gov).** Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
  - (2) The time specified in the solicitation for receipt of offers;
  - (3) The name, address, and telephone number of the offeror;
  - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
  - (5) Terms of any express warranty;
  - (6) Price and any discount terms;
  - (7) "Remit to" address, if different than mailing address;
  - (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
  - (9) Acknowledgment of Solicitation Amendments;
  - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
  - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall

be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

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

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

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

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

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

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

(j) *Unique entity identifier.* (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 “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at [www.sam.gov](http://www.sam.gov) for establishing the unique entity identifier.

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

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

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

(End of Provision)

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

Provisions that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following provisions are incorporated into 52.212-1 as an addendum to this solicitation:

1. In addition to the information requested in Paragraph (b) entitled "Submission of Offers", offerors shall include the following with their offers in order to be considered for award:

a. Offerors are required to complete Blocks 17 and 30 of the SF 1449, desired parts of the Schedule of Supplies or Services and Prices/Costs in the manner requested, and FAR 52.212-3, Offeror Representations and Certifications – Commercial Items. In doing so, the offeror accedes to the contract terms and conditions as written in the RFP. Only Paragraph (k) of 52.212-3 applies if the offeror has completed online representations and certifications at the ORCA website: <http://orca/bpn.gov>.

b. Telegraphic offers (submitted by telegram or mailgram) will not be accepted.

c. Facsimile offers will not be accepted.

d. Electronic Submission of Offers: Offerors may submit an electronic version of the technical and past performance (technical) and price/cost (Price) proposals via email to [kevin.wallace2@va.gov](mailto:kevin.wallace2@va.gov). The email must have the solicitation number identified in the subject line. Files must be readable using Microsoft Office 2007, Word, Excel, PowerPoint, or Access. Scanner resolutions must be set at least 200 dots per inch (dpi) when submitting files in Adobe PDF. Ensure that attachments are not too large to be emailed. When splitting up the attachment, be sure to identify on the email subject line, i.e., P-0764/ABC Company/1 of 4. Note: Zip files are not acceptable. *It is incumbent upon the offeror to ensure that their proposal is received by the due date and time when submitting electronically.*

2. Tailoring of Paragraph (c), Period for Acceptance of Offers: The Offeror agrees to hold the prices in its offer firm for 90 calendar days from the date specified for receipt of offers.

3. **TECHNICAL QUESTIONS:** Offerors should submit all technical questions regarding this solicitation to the Contracting Officer in writing. **Questions may be sent via e-mail to [kevin.wallace2@va.gov](mailto:kevin.wallace2@va.gov). Subject shall be identified as Sol. VA255-17-Q-0249. Verbal questions will not be addressed.** All responses to questions, which may affect offers, will be incorporated via an amendment to the solicitation. *Questions must be received no later than five (5) days prior to the Offeror Due Date indicated in Block 8 of the SF 1449.*

4. **PROPOSAL EVALUATION:**

a. Proposals will be evaluated for both technical merit and price reasonableness following the evaluation procedures of this solicitation. The proposal format, which follows, has been included to assist you in preparing a complete proposal. In order to provide full consideration of your qualifications and ability for contract award, you are encouraged to ensure that the information furnished in support of your proposal is factual, accurate and complete.

b. You may provide information you believe will enhance your proposal, however, overly elaborate presentations are not desired. Failure to provide the information requested may render the offer's proposal as unacceptable. The Government reserves the right to verify any information provided.

c. The government is not obligated to request any additional information from an offeror who does not provide sufficiently detailed information of which an accurate evaluation can be made of an offeror's proposal. Failure to submit complete information in the manner described above for the Technical Proposal may be considered a "no response" and exclude the proposal from further consideration.

d. The Technical Proposal will be submitted in a narrative form, which clearly addresses the Evaluation Factors and Sub Factors for Award as outlined in the following paragraphs. **Each response shall address each element in the sequence listed and clearly identify which element is being addressed.** This is not intended to restrict answering in as much detail as the offeror deems necessary to adequately present and address each element in the technical proposal. Offeror must identify any subcontractors proposed to be utilized for the provision of services required under this solicitation. All elements applicable to the utilization of subcontractors must be addressed in the technical proposal.

**5. PROPOSAL FORMAT:** Proposals must be submitted in two parts: (1) Technical Proposal and (2) Price Proposal. One signed copy each of the technical and price proposal shall be submitted as identified on Page 1, Block 28. **The Technical Proposal shall contain no discussion of price.** The Price proposal shall consist of the entire completed solicitation document. PLEASE DO NOT SPIRAL BIND PROPOSALS.

**6. TECHNICAL EVALUATION FACTORS FOR AWARD:** Proposals will be evaluated and rated based upon the technical factors set forth below. Factors A, B, C, & D are considered non-cost technical factors. These non-cost technical factors listed are of equal importance. Technical, past performance, quality control plan, and subcontracting commitments, when combined, are of equal importance to cost or price. The VA will evaluate the proposals, and rate each proposal using an adjectival rating. The contractor that provides the best value to the Government will be awarded the contract.

## **7. EVALUATION FACTORS:**

**A. TECHNICAL CAPABILITIES:** The four sub-factors are of equal importance

1. Per the Section B.4 Statement of Work Sub-Section 1.2 - all offerors must supply written proof of three years' experience as an organization providing medical center linen/laundry services in an Inpatient/Outpatient Medical Treatment Facility.
2. Per the Section B.4 Statement of Work Sub-Section 1.1.1.2 - all offerors shall provide in a narrative format (no longer than 5 pages), how your company will meet the following requirements of a "design of asepsis":
  - i. Meet or exceed the standards of NAIMM, HLAC, IFI, TRSA, JCAHO, and Accepted Industry Standards
  - ii. Physical separation, through the presence of a barrier wall and the use of pass-through equipment, is required to maintain positive air pressure in the clean section relative to a negative air pressure in the soiled section.

3. Per the Section B.4 Statement of Work Sub-Section 1.3 All Offerors shall provide evidence on how they intend to meet these requirements.
  - i. Assignment of Contractor Plant Manager (CPM)
  - ii. Assignment of an Alternate CPM
  - iii. CPM solely responsible for overseeing VA linen/laundry services.
  - iv. CPM acts as the point of contact (POC) for contract.
4. Per the Section B.4 Statement of Work Sub-Section 1.3.1.1 Please address how the offeror will meet the following requirement:
  - i. CPM, and alternate, must have and maintain NAILM certification or acceptable alternate with three years' experience processing medical center linen.

## **B. PAST PERFORMANCE FACTOR**

1. Offerors shall provide a list of, at a minimum, three (3) contracts (3 for the offeror as well as 3 for each major subcontractor proposed), current or completed during the past three (3) years from the date listed in Block 6 of the SF 1449, that demonstrates their past performance on relevant contracts. To be considered relevant, the contracts listed must be similar and relevant in scope, size, and complexity of requirements being requested under this solicitation. Contracts listed may include those entered into by Federal or privately-owned healthcare facilities. Verify and include the following up-to-date information for each contract:
  - i. Company name/Point of Contact with Phone Number.
  - ii. Service provided.
  - iii. Contracting Agency/Customer.
  - iv. Contract Dollar Value.
  - v. Period of Performance.
2. PAST PERFORMANCE EVALUATION CRITERIA. (How past performance will be evaluated as follows):
  - i. Offerors shall submit the above information as part of their response for both the Offeror and proposed major subcontractors. Performance information will be used for both responsibility determinations and as an evaluation factor against which offerors' relative ratings will be compared to assure best value to the government. The government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration.
  - ii. Assessment of the offeror's past performance will be one means of evaluating the credibility of the offeror's response, and relative capability to meet performance requirements. Information utilized will be obtained from the references listed in the proposal, other customers known to the government, and others who may have useful and relevant information. The information obtained will be used for both the responsibility determination and the best value decision. The evaluation will take into account past performance information regarding predecessor companies, key personnel who have relevant experience or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to the instant acquisition.



- iii. Evaluation of past performance will often be quite subjective based on consideration of all relevant facts and circumstances. It will include consideration of the offeror's commitment to customer satisfaction.
- iv. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance. This type offeror will either be given a neutral rating; or an evaluation of the performance of the proposed key personnel on relevant contracts, or past performance with respect to predecessor companies, or subcontractors that perform key aspects of the requirement can be used, as appropriate, as part or all of the past performance evaluation.

### **C. QUALITY CONTROL PLAN**

1. Provide contracting with a contractor quality control plan to demonstrate the company's quality control process, outlining the concept of how it will meet the medical facility's requirement, listing individual personnel responsible for quality control and their capabilities. The plan must address procedures and identifies and corrects deficiencies in the plan if services become unacceptable and/or the government representative points out deficiencies. The Quality Control Plan should also address contingency operations if they become necessary.

### **D. SUBCONTRACTING COMMITMENTS**

1. Provide contracting with your response your company's subcontractor names (if any), addresses, point of contact, DUNS numbers, and veteran status of subcontractor's (if any) which the offeror intends to use in the performance of this contract. Identify what services will be provided by the respective subcontractor(s).

### **E. PRICE FACTOR**

1. Pricing, including all option years, will be evaluated to ensure that said pricing can be deemed fair and reasonable.
2. Evaluation Factors A, B, C, & D are considered non-cost technical factors. These non-cost technical factors listed are of equal importance. Technical, past performance, quality control plans, and subcontracting commitments, when combined, are of equal importance to cost or price.
3. As a basis for award, trade-offs between price and non-price factors are permitted.  
THEREFORE, THE GOVERNMENT RESERVES THE RIGHT TO AWARD TO OTHER THAN THE LOWEST PROPOSED PRICE. However, the degree of importance of price as a factor in determining award could become greater depending upon the equality of the offers evaluated in the non-price factors. The greater the equality of offers within the non-price factors, the more important price becomes in selecting the best value to the Government.

End of Provision

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

(a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign

internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

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

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

(End of Provision)

### **E.3 52.209-5 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.4 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)**

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

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract

Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

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

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

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

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

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

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

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in—
  - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
  - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

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

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

(End of Provision)

#### **E.5 52.216-1 TYPE OF CONTRACT (APR 1984)**

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

(End of Provision)

#### **E.6 52.217-5 EVALUATION OF OPTIONS (JUL 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

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

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

Hand-Carried Address:

Department of Veterans Affairs  
Network Contracting Office (NCO) 15  
3450 S 4th Street  
Leavenworth KS

Mailing Address:

Department of Veterans Affairs  
Network Contracting Office (NCO) 15  
3450 S 4th Street  
Leavenworth KS 66048

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

(End of Provision)

#### **E.8 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (JUL 2016)(DEVIATION)**

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

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

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

(End of Provision)

#### **E.9 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.10 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

(End of Addendum to 52.212-1)

#### **E.11 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)**

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

Technical Capabilities

Past Performance

Quality Control Plan

Subcontracting Commitments

Price

Technical, past performance, quality control plan, subcontracting commitments when combined, are of equal importance to price.

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

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

(End of Provision)

## **E.12 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (DEC 2016)**

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

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

*Administrative merits determination* means certain notices or findings of labor law violations issued by an enforcement agency following an investigation. An administrative merits determination may be final or be subject to appeal or further review. To determine whether a particular notice or finding is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

*Arbitral award or decision* means an arbitrator or arbitral panel determination that a labor law violation occurred, or that enjoined or restrained a violation of labor law. It includes an award or decision that is not final or is subject to being confirmed, modified, or vacated by a court, and includes an award or decision resulting from private or confidential proceedings. To determine whether a particular award or decision is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

*Civil judgment means—*

(1) In paragraph (h) of this provision: A judgment or finding of a civil offense by any court of competent jurisdiction.

(2) In paragraph (s) of this provision: Any judgment or order entered by any Federal or State court in which the court determined that a labor law violation occurred, or enjoined or restrained a violation of labor law. It includes a judgment or order that is not final or is subject to appeal. To determine whether a particular judgment or order is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

*DOL Guidance* means the Department of Labor (DOL) Guidance entitled: “Guidance for Executive Order 13673, ‘Fair Pay and Safe Workplaces’ “. The DOL Guidance, dated August 25, 2016, can be obtained from [www.dol.gov/fairpayandsafeworkplaces](http://www.dol.gov/fairpayandsafeworkplaces).

*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.

*Enforcement agency* means any agency granted authority to enforce the Federal labor laws. It includes the enforcement components of DOL (Wage and Hour Division, Office of Federal Contract Compliance Programs, and Occupational Safety and Health Administration), the Equal Employment Opportunity Commission, the Occupational Safety and Health Review Commission, and the National Labor Relations Board. It also means a State agency designated to administer an OSHA-approved State Plan, but only to the extent that the State agency is acting in its capacity as administrator of such plan. It does not include other Federal agencies which, in their capacity as contracting agencies, conduct investigations of potential labor law violations. The enforcement agencies associated with each labor law under E.O. 13673 are—

- (1) Department of Labor Wage and Hour Division (WHD) for—
  - (i) The Fair Labor Standards Act;
  - (ii) The Migrant and Seasonal Agricultural Worker Protection Act;
  - (iii) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act;
  - (iv) 41 U.S.C. chapter 67, formerly known as the Service Contract Act;
  - (v) The Family and Medical Leave Act; and
  - (vi) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors);
- (2) Department of Labor Occupational Safety and Health Administration (OSHA) for—
  - (i) The Occupational Safety and Health Act of 1970; and
  - (ii) OSHA-approved State Plans;
- (3) Department of Labor Office of Federal Contract Compliance Programs (OFCCP) for—
  - (i) Section 503 of the Rehabilitation Act of 1973;
  - (ii) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974; and
  - (iii) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity);
- (4) National Labor Relations Board (NLRB) for the National Labor Relations Act; and
- (5) Equal Employment Opportunity Commission (EEOC) for—
  - (i) Title VII of the Civil Rights Act of 1964;
  - (ii) The Americans with Disabilities Act of 1990;
  - (iii) The Age Discrimination in Employment Act of 1967; and
  - (iv) Section 6(d) of the Fair Labor Standards Act (Equal Pay Act).

*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).

*Labor compliance agreement* means an agreement entered into between a contractor or subcontractor and an enforcement agency to address appropriate remedial measures, compliance assistance, steps to resolve issues to increase compliance with the labor laws, or other related matters.

*Labor laws* means the following labor laws and E.O.s:

- (1) The Fair Labor Standards Act.
- (2) The Occupational Safety and Health Act (OSHA) of 1970.
- (3) The Migrant and Seasonal Agricultural Worker Protection Act.
- (4) The National Labor Relations Act.
- (5) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act.
- (6) 41 U.S.C. chapter 67, formerly known as the Service Contract Act.
- (7) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity).
- (8) Section 503 of the Rehabilitation Act of 1973.
- (9) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974.
- (10) The Family and Medical Leave Act.
- (11) Title VII of the Civil Rights Act of 1964.
- (12) The Americans with Disabilities Act of 1990.
- (13) The Age Discrimination in Employment Act of 1967.
- (14) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors).
- (15) Equivalent State laws as defined in the DOL Guidance. (The only equivalent State laws implemented in the FAR are OSHA-approved State Plans, which can be found at [www.osha.gov/dcsp/osp/approved\\_state\\_plans.html](http://www.osha.gov/dcsp/osp/approved_state_plans.html)).

*Labor law decision* means an administrative merits determination, arbitral award or decision, or civil judgment, which resulted from a violation of one or more of the laws listed in the definition of “labor laws”.

*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.

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

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

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

solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

[List as necessary]

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

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,”

“commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

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

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

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

*[List as necessary]*

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

Other Foreign End Products:

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

*[List as necessary]*

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

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

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



Canadian End Products:

Line Item No.

_____
_____
_____

*[List as necessary]*

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

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

Canadian or Israeli End Products:

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

*[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
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_____	_____
_____	_____
_____	_____

*[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](mailto:CISADA106@state.gov).

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 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 unique entity identifier in the solicitation).

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

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

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

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

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

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

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

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

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

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

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

(1) As required by 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).

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

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

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

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

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

☐ (ii) There has been an administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the Offeror during the period beginning on



October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter.

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

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

(1) The labor law violated.

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

(3) The date rendered.

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

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

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

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

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

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

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

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

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

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

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

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

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

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

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

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

(End of Provision)