

B.1 CONTRACT ADMINISTRATION DATA

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

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C261

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

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

☒ 52.232-33, Payment by Electronic Funds Transfer—System For Award Management, or

☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

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

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

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

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

AMENDMENT NO	DATE

Price Schedule

The guaranteed minimum award amount for this contract is \$1,000. The maximum aggregate value of orders that can be placed under this contract is \$4,000,000. The Government does not guarantee that it will place any order under this contract in excess of the guaranteed minimum award amount.

Ordering Period: February 1, 2018 to January 31, 2023

Item	Description	Unit	Unit Price Year 1	Unit Price Year 2	Unit Price Year 3	Unit Price Year 4	Unit Price Year 5
0001	Gown, Patient Blue Diamond print	LB					
0002	Gown, Patient Teal Diamond print	LB					
0003	Gown, Patient Aztec print	LB					
0004	Pajama, Top LS	LB					
0005	Pajama, Pants	LB					
0006	Sheet, Flat White	LB					
0007	Sheet, Green OR	LB					
0008	Sheet, knit fit White	LB					
0009	Sheet, Gurney Blue	LB					
0010	Pillowcase	LB					
0011	Blanket, Thermal	LB					
0012	Blanket, Warming	LB					
0013	Towel, Bath	LB					
0014	Towel, Hand	LB					
0015	Towel, Washcloth	LB					
0016	Towel, Cleaning Blue Stripe	LB					
0017	Tablecloths	LB					
0018	Mops, Dust	EA					
0019	Mops, 24" Microfiber	EA					
0020	Curtains	EA					
0021	Slings	EA					
0022	Coat, Chef 8-Pearl Button White	EA					
0023	Pant, Chef Blk Wht Checkered	EA					
0024	Scrub, Top Vneck Uni Ceil	EA					
0025	Scrub, Top Vneck Uni Jade	EA					
0026	Scrub, Pants Drwstg Ceil	EA					
0027	Scrub, Pants Drwstg Jade	EA					
0028	Jacket, warm-up Uni Ceil	EA					
0029	Coat, Lab Full length	EA					
0030	Coat, Consult	EA					
0031	Shirt, Work Industrial Light Green SS	EA					
0032	Shirt, Work Industrial Light Blue SS	EA					

0033	Shirt, Work Industrial Royal Blue SS	EA					
0034	Shirt, Work Industrial Navy SS	EA					
0035	Shirt, Work Industrial Navy LS	EA					
0036	Shirt, Flame Resistant Navy LS	EA					
0037	Shirt, Work Industrial Gray SS	EA					
0038	Shirt, Pique Polo Gold SS	EA					
0039	Shirt, Polo Knit Birdeye Navy/Cream SS	EA					
0040	Pants, Men's Cargo Khaki	EA					
0041	Pants, Men's Cargo Navy	EA					
0042	Pants, Men's Industrial Gray	EA					
0043	Pants, Flame Resistant Navy	EA					
0044	Overalls, Jeans	EA					

**Statement of Work
Laundry Services
VA Southern Nevada Health Care System**

1.1. Description of Services - Contractor shall furnish all labor, equipment, supervision, management, supplies, facilities, including transportation of linen to contractor owned/contractor operated bulk laundry facility to accomplish the required linen cleaning service and tasks for accomplishment of complete medical laundry services, as described in this SOW for the Veteran Administration of Southern Nevada Healthcare System, (VASNHS.) All services are to be performed in accordance with standard medical industry practices and quality control measures. Services shall include pick-up and delivery of items by Contractor personnel.

1.2. Period of Performance

This contract will be an Indefinite Delivery Indefinite Quantity (IDIQ) contract. The ordering period for the IDIQ contract will be five years from the date of award.

1.3. Place of Performance: VA Las Vegas Medical Center
6900 N Pecos Rd
Building 1R, Rear Loading Dock
North Las Vegas, NV 89086

1.4. Scope

1.4.1. This Statement of Work covers any laundry related services related to running a healthcare facility. The price schedule lists 44 line items but other items may need to be added in the performance of the contract. In the event more laundry related items are needed, the Contracting Officer will negotiate those changes with the Contractor in a bilateral modification.

1.4.2. All workmanship shall be in accordance with practices/guidelines established by the National Association of Institutional Linen Management (NAILM), International Fabricare Institute (IFI), Hygienically Clean Healthcare Certified by Textile Rental Services Association (TRSA), Healthcare Laundry Accreditation Council (HLAC) and accepted industry standards. It is intended that services shall include all processes necessary for the laundering and finishing 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).

1.4.3. 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 should incorporate a “design for asepsis” whereby clean linen neither comes into contact with soiled linens nor shares the same physical space, thus avoiding cross-contamination and/or reintroduction of bacteria once processed. Plants in which the work is done shall be open to inspection of sanitary conditions by Government representatives. After processing, laundered articles shall be in serviceable and sanitary condition, meeting established quality and performance requirement standards as outlined in this SOW.

1.4.4. All linen must be processed in a manner consistent with its intended use, free of wrinkles, damage, lint, stains, etc; ensuring that quality will meet or exceed expectations of this SOW.

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

1.5. Delivery and Pick up Schedule

1.5.1. VASNHS North Las Vegas VAMC: 6900 N. Pecos Rd. Building 1Rear loading dock. Contractor is required to provide delivery to and from the contractor laundry facility. Pick up/delivery will be made seven days per week, Monday through Sunday, between the hours of 7:00 – 8:00AM. Pick-up and delivery times may be changed in order to meet the needs of the VA and as agreed between Contractor and Contracting Officer Representative (COR) or designated representative. At that time, clean linen (processed from the previous day) should be made available for return to the VA.

1.5.2. Clean linen unloaded by contractor personnel at the Medical Center loading/unloading dock area. Soiled linen picked up at Medical Center loading /unloading dock area.

1.5.3. The COR or designated representative will verify the deliveries daily and discuss any discrepancies with the contract Project Manager.

1.5.4. Scheduled services are to be accomplished subject to emergency situations, which may require alteration of schedules. Emergency situations will be defined by the COR or designated representative as transportation accidents, equipment or utility failures at the plant or when transportation failures occur. In the event of Medical Facility emergencies, disaster, or drills, the contractor shall perform all laundry/linen services required by the Medical Facility/Primary Care Clinics.

1.6. Delivery Requirements:

1.6.1. The contractor shall provide the COR or designated representative with a written report of all garments and soiled linen processed and all clean linen delivered, showing cart number and weight. The information must be recorded on a daily basis and delivered to the COR or designated representative. The reports of garments, soiled linen received and clean linen delivered must show date, the name of the item, number of pieces received and delivered per schedule line item number, pounds received or delivered per schedule line item number, cart number/ weight and where they were delivered.

1.7. Linen Control

1.7.1. 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. VA owned items lost or badly damaged, (except normal wear and tear) while under the control of the contractor must be reimbursed to the government within a 30-day period at the Contractor's cost.

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

1.7.3. 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, shall be re-cleaned at no additional cost to the Government. Such items shall be identified, for contractor recognition, by the Facility COR or designated representative 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.

1.8. Carts.

1.8.1. Contractor shall maintain government-owned bulk delivery linen carts in good repair for employee safety/ergonomics. All carts shall be numbered and have empty weight indicated.

1.8.2. The Contractor shall disinfect carts after removing soiled linen from them and before placing clean linen in them, with a Tuberculoicidal Germicide, which has been approved by the COR or designated representative.

1.8.3. 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. If reusable laundry bags or liners are used to transport soiled laundry, they must be laundered after use. If reusable bags are not available, the VA Medical Center will utilize plastic bags for soiled linens, which are to be destroyed

1.9. Tag out program

1.9.1. Provide reject bags for all linen items that are not acceptable for patient care. Rejects will be collected weekly. Contractor must package all rejected linen separately and clearly label the package as "TAG OUT" in a visible area.

1.9.2. Salvaged items and or items shall be used as rags when requested by the COR. i.e.: terry material. All rags shall be dyed to a dark purple color. Rags shall be colorfast so no transfer occurs onto hands, Government property or anything else during use.

1.9.2.1. Request to dye rags by the Government shall be on a quarterly basis, if needed.

1.10. Vehicles.

1.10.1. 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.

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

1.11. Reports and Data. The Contractor shall provide, in writing, to the COR or designated representative the data and reports identified in this SOW. The reports shall be submitted electronically using a file format compatible with Government software programs such as "Microsoft Office" software.

1.11.1. Monthly report of washroom chemical titration and Ph by chemical supplier.

1.11.2. Quarterly "titration" report listing the results of a whiteness test, tensile strength and residual chlorine test.

1.11.3. Weekly report of soiled linen received per Medical Facility(s) to include: Pounds/pieces per Schedule Line Item Received from Medical Facility(s)

1.11.4. Scale Calibration Certification (Annually).

1.11.5. Weekly report of clean linen shipped per Medical Facility(s) showing pounds (dry weight) and pieces.

1.11.6. Daily report of clean linen and garment to include Pounds/pieces and itemized garment by name per Schedule Line Item delivered to Medical Facility(s).

1.11.7. The Contractor is responsible for compliance with all appropriate JCAHO, FDA, OSHA, EPA, VA and other regulatory agencies record keeping requirements

1.11.8. Other reports as required by the COR or designated representative.

1.12. Laundering Categories

1.12.1. The Contractor shall accept for processing all soiled linens, uniforms, patient clothing, mops, etc. The VASNHS reserves the right to add any additional items as needed based on the need for patient care. 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 COR and CO prior to initiation of such a change to assure adequate contractual coverage.

1.12.1.1. Laundry Size Guidance:

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

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

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

1.12.1.2. Category One - Flatwork items that must be conditioned, ironed, and folded:

Pillowcases, regular

Pillowcases, surgical (green). Must be bagged.

Sheets: surgical & bed, poly/cotton, bed, flat (white and green (M/H)), fitted (white and green). Surgical sheets must be bagged.

1.12.1.3. Category Two - Items that must be finished through a garment finisher and placed on hangers:

Shirt, uniform, (button down/polo) Trouser, uniform

Coats, Lab and Smock Overalls (denim type)

Scrubs used as a uniform; Top, Bottom and warm up jackets in prints or solid color, other than surgical scrub color

Chef Jacket

Chef pants, B/W checkered Curtains, cubicle and shower Tablecloth

1.12.1.4. Category Three - Items that must be tumbled dried and folded:

Blankets, bath and warming

Scrubs used as a uniform; Top, Bottom and warm up jackets in prints or solid color, other than surgical scrub color

Gown, patient Pajamas: top & bottom Towel, bath

Towel, hand Towel, dish

Misc. items: Small, Medium Cloth, wash

Laundry Bags

1.12.1.5. Category Four - Items that must be cleaned dried and returned in bulk:

Mops, micro fiber (returned in 25 count per bundle)

Mops, dust (returned in 10 count per bundle)

Rags

1.12.1.6. Category Five - Items that must be dried and placed in laundry bags:

N/A

1.13. Packaging:

1.13.1. Linen is packaged in bulk by item according to specified quotas and established arrangements as indicated above.

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

1.14. Estimated Quantities

1.14.1. 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. The annual estimates are provided in a separate attachment.

1.15. Supervision by Contractor:

1.15.1. The Contractor's Plant Manager (CPM) or key personnel must meet the following requirements:

1.15.2. Certified by NAILM or graduate of an independently controlled management-training program emphasizing institutional laundry.

1.15.3. Shall have at least three years of specialized experience in this capacity.

1.15.4. The CO and the COR must be provided with the name, address and telephone number where the CPM is to be reached during normal business hours from 7:00 am to 4:30 pm, and off duty hours from 4:30 pm to 7:00 am, within 15 days after award. The same information will be provided for a qualified alternate when the CPM is not available.

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

1.16. Personnel Qualifications and Requirements:

1.16.1. Contractor personnel shall adhere to established training criteria (such as OSHA, JCAHO).

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

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

- a. A general orientation of basic bacteriological concepts, including the basics of how disease is caused and transmitted.
- b. Infection control orientation, relating duty functions to how infections can be prevented, reduced, or contained through proper environmental sanitation methods and to the technical provisions of this specification.
- c. Proper use and handling of supplies and equipment.

- d. Care and maintenance of Contractor and Government-furnished property.
- e. Familiarization with local fire prevention and safety procedures.
- f. Familiarization with equipment operational manuals.
- g. Individual duties and responsibilities.
- h. Procedures for replenishing supplies and obtaining equipment repair.
- i. Role of Contractor personnel and their impact on patient care.
- j. Techniques or methods for measuring the quality of work performance.
- k. A general orientation of laundry operating procedures and policies.
- l. Hazard communication, including location and access to the Material Safety Data Sheets (MSDS).
- m. Compliance with Occupational Safety and Health Administration (OSHA)'s Blood borne Pathogen Standard 29 CFR 1910.1030, which covers Standard precautions and use of PPE (Personal Protective Equipment).
- n. Hepatitis B Virus (HBV) requirement.

1.17. Physical Examinations:

1.17.1. The Contractor will be responsible for any physical examinations and emergency medical care of personnel to include any required immunizations.

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

1.18. Exposure to Hazardous Working Conditions.

1.18.1. Contractor personnel are required to perform work under potentially hazardous conditions. Contractor personnel shall be informed of potentially hazardous situations by Contractor and trained by Contractor in techniques required to recognize and deal with potentially hazardous situations in a manner which will minimize personal risk. The Contractor is required to adhere to standard techniques for personnel who become injured or ill on the job at no cost to the Government. Contractor is also responsible for providing employees with required personal protective equipment.

1.18.2. Linen contaminated with HD's (Hazardous Drugs) or excreta from patients who have received HD's in the past 48 hours is a potential source of exposure to employees. Linen soiled with blood or other potentially infectious materials as well as contaminated with excreta must also be managed according to the Blood borne Pathogens Standard. Linen contaminated with HD's should be placed in specially marked laundry bags and then placed in a labeled impervious bag. The laundry bag and its contents should be pre-washed, and then the linens added to other laundry for a second wash. Laundry personnel should wear latex gloves and gowns while handling pre-washed material.

1.18.3. Circumstances to be reported.

1.16.1 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 Laundry Supervisor by phone and a follow-up email.

1.18.4. Contingency Plan.

1.17.1 Contractor shall furnish a detailed, written Contingency Plan indicating that services can be continued in the event of Contractor's equipment (including transportation vehicle failure), production facility failure, or any circumstance that impacts the contractor's ability to perform the services.

1.18. Labor Disputes.

1.18.1. In the event of a labor dispute, the contractor's responsibility to provide the service will not be terminated. The contractor shall provide the Contracting Officer his strike or other employee job action contingency plan to continue performance of service without interruption or degradation in the quality of service. In the event of a strike or other labor dispute interference with timely contract performance, the contractor shall immediately notify the Contracting Officer and initiate action under the contingency plan.

1.19. Quality Control and Quality Assurance for Contract Service:

1.19.1. The Contractor shall have a Quality Control program to assure that the requirements of the contract are provided as specified. One copy of the Contractor's detailed, written Quality Control Program shall be available for review by the COR prior to beginning performance on this requirement. Subsequent changes to the approved Quality Control Program must also be reviewed and agreed by the COR and CO. The program shall include, but not be limited to the following:

1.19.2. An inspection system covering the performance indicators given in the Quality Assurance/Performance Requirements summary.

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

1.19.4. 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 available to the COR during normal working hours upon request.

1.20. Quality Assurance.

1.20.1. The Government will monitor the Contractor's performance under this contract using the Quality Assurance Procedures outlined in this SOW. Assessments shall be by made for each instance of service by the Government in accordance with stated limits on discrepancies.

1.21. Performance Evaluation Meetings:

1.21.1. The CPM – or their designee shall meet with the COR on a minimum frequency of once each month according to schedule established by the COR. On occasion the COR may be accompanied by the CO or other required Government personnel.

1.21.2. The issuance of a Contract Discrepancy Report (CDR) may be cause for the scheduling of additional meeting(s) between the CPM, COR and the Laundry Supervisor. 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 within five business days, and the CPM will be notified of the decision in writing by the CO.

1.22. Correspondence.

1.22.1. 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 for technical matters. All other contract matters must include a copy to the CO.

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

1.22.3. 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 as well as amounts, quantities, and poundage prices, will be coordinated with the Contractor by the COR and CO prior to initiation of such a change to assure adequate contractual coverage.

1.23. Phase-in Plan.

1.23.1. The following documentation must be provided to the COR and CO within 5 days after award.

- a. Procedures to secure Government property while under Contractor's jurisdiction.
- b. The role of the CPM and extent of authority.
- c. A copy of the Contractor's Policy and Procedure Manual.
- d. Certification that Contractor's scales used for weighing soiled and clean linens have been calibrated on a regular basis and provide a copy of the certification to the Lead COTR (i.e. quarterly).

1.24. Phase-out Plan.

1.24.1. The Contractor shall have a phase out plan. This plan shall describe the Contractor's methods and procedures to ensure smooth and uninterrupted service at contract expiration date for a period not to

exceed 90 days. The Contractor shall fully cooperate with the successor Contractor and the Government so as not to interfere with their work or duties.

1.25. Security of Government Equipment.

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

SECTION II

2.1. Quality Assurance Evaluator (COR) Surveillance Plan. This COR Plan has been developed to implement a service contract. It is designed to aid the Government's COR or designated representative in providing effective and systematic surveillance of all aspects of laundry/linen services.

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

2.2.1. Sampling guides

2.2.2. Customer complaint surveillance guides; and

2.2.3. Surveillance activity checklist.

2.2.4. The objective of this surveillance plan is to evaluate how the Contractor is performing in key areas.

2.2.5. 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.

2.2.6. 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.

2.2.7. Notwithstanding the provisions of the contract covering inspection, acceptance, and deduction from payment, any items found to have been unsatisfactorily cleaned 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.

2.2. How to use the Surveillance Plan

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

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

2.2.3. 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 Contractor. Errors detected by the COR or designated representative in the course of surveillance will be communicated to the Contractor. Notification of errors will take place within 1 working day. Specifics concerning any errors should be recorded on the tally checklist. The Contractor should be asked to initial this record.

2.2.4. 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 7.3.1. Performance Requirements Summary, of the Laundry State of Work, a Contractor will be given a CDR by the COR or designated representative. When completed and signed, the CDR, along with the tally checklist becomes the documentation supporting payment or nonpayment or other actions as necessary for Contractor provided services.

2.2.5. There are some requirements in a contract which are more conveniently monitored on an individual periodic basis. For example, a Contractor 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.

2.3. Performance Requirements Summary

2.3.1 Summary Table:

Factor No.	Performance Indicator	Performance Standard	AQL Maximum Allowable Degree If Deviation	Method – Type of Surveillance Reduction When AQL Exceeded	Deduction Amount (monthly billing)
1.	Shipment quotas are met.	All quotas are delivered to Medical Centers per established schedule.	4 valid discrepancies per month	COR or designated representative Weekly inspection	1% for each discrepancy over 4, NTE 10%
2.	Weights are Accurate.	Weight delivery equals weight received.	4 discrepancies per month	COR or designated representative Delivery tickets and daily weight records	1% for each discrepancy over 2, NTE 10%
3.	Laundry is clean, serviceable and properly Finished.	Laundry is clean, in usable condition, and free of excessive wrinkles.	5 valid complaints per month	Random Sampling - carts of clean linen, and customer complaints	2% for each discrepancy over 5, NTE 14%
4.	Packaging is properly accomplished.	Laundered items are bundled, tied, wrapped, covered, etc.	2% per month	Random Sampling – carts clean linen, daily.	1% for each percentage over 2%, NTE 10%
5.	Provide Required reports.	Data required submitted on time.	Within 5 working days after due date	Delivery of reports To COR or designated representative	Check list 1% for each late item x days late (Max of 10%)
6.	Response.	CPM responds within 1 hr. to request for contact from CO or COR or designated representative	1 discrepancy per month.	Customer awareness	2% per occurrence above one discrepancy, NTE 10%
7.	Transport / vehicles/carts Are clean.	Vehicles/carts are clean, dry, and free of visible soil	4 discrepancies per month	Daily observations	2% per discrepancy over 4, NTE 10%

2.3.2. Performance Requirements Summary Method of Application

2.3.2.1. The Contractor is required to perform all the work specified in the State 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. Any amount deducted for deviation from the required performance will be reflected in an amount commensurate with the task.

2.3.2.2. The purpose of this section is to:

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

2.3.2.2.2. how, 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 service and quality required.

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

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

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

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

2.3.2.3.1. When the number of deficiencies in the Contractor's performance discovered by the COR exceeds the unacceptable criteria level, the COR with involvement and concurrence of the Contracting Officer (CO) shall be required to complete a CDR (Contract Discrepancy Report). The CDR will require the Contractor to explain in writing to the CO why performance was unacceptable, how performance will be returned to acceptable levels, and how recurrence of the problem will be prevented in the future. The Contractor will not be paid for services not rendered in accordance with the standards set forth in the contract.

2.3.2.3.2. 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 COR exceeds the number shown in the AQL column, a CDR, as described above will be issued.

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

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

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

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

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

EXAMPLE PER DISCREPANCY:

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

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

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

AND: CONTRACTOR'S INVOICE	is	\$3,000.00
X	Deduct Percentage	<u>4%</u>
Deduction from this month's invoice is		\$120.00

EXAMPLE PER PERCENT:

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

AND: "Packaging is properly accomplished" - deduction percentage is 1% for each percentage over 2%, NTE 10%

AND: Average percentage of the daily random sampling of carts that were not properly accomplished monthly is 5% (less the 2% allowed, leaves 3%, which results in 3% deduction percentage.

AND: CONTRACTOR'S INVOICE	is	\$3,000.00
X	Deduct Percentage	<u>3%</u>
Deduction from this month's invoice is		\$90.00

2.3.2.6.2. 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.

SAMPLING GUIDES

SAMPLING GUIDE 1 CLEANLINESS OF LINEN

1. AQL: 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 95% compliance with established standards for clean linen is required.
6. Contract paragraphing: Paragraph 7.3.1, 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.**

SAMPLING GUIDE 2 FINISH AND PACKAGING

1. AQL: 2% Maximum Allowable Degree of Deviation
2. Lot size: _____ (number of carts received per day)
3. Sample size: _____
4. Sampling and Inspection Procedure: Select _____ random carts 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 98% compliance with established standards for clean linen is required.
6. Contract paragraphing: Paragraph 7.3.1, Summary Table, factor numbers 5 and 6.

*** 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.**

SAMPLING GUIDE 3**DAMAGE**

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 7.3.1, Summary Table, factor number 8.

*** 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.**

SAMPLING GUIDE 4**CLEANING OF CARTS**

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 7.3.1, Summary Table, factor number 10.

*** 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.**

2.3.2.5.2. 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.

2.4. Customer Complaint Surveillance Guide.

The checklists attached hereto contain those contract requirements that can best be monitored by the individual or activity receiving the service.

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

2.4.2. Once each year, the COR or designated representative will contact each customer to assure that there is an understanding of the contract requirements. The COR or designated representative will document the annual visits.

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

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

2.5. CUSTOMER COMPLAINT RECORD

Re-occurring complaint:

Date/time of complaint:

Source of complaint:

Office:

Individual:

Nature of complaint:

COR evaluation:

Date/time Contractor or VA informed of complaint:

CPM initials

Action taken by Contractor or VA:

OR signature:

2.6. Surveillance Activity Checklist

2.6.1. 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 Accomp.	Where Accomp.	Compliance
Shipment Schedule is met	1.2. & 1.3. Summary Table, Factor number 1	Review all quotas delivered to Medical Center to assure they match established schedule, weekly basis.			
Weights are accurate.	1.8. Summary Table, Factor number 2	Daily weighing upon receipt. Compare to delivery tickets on a weekly basis.			
No less than Good rating in Whiteness index after washing.	1.8. Summary Table, Factor number 4	Review independent laboratory reports on test pieces submitted by Contractor.			
No less than Good rating in tensile strength after washing.	1.8. Summary Table, Factor number 5	Review independent laboratory reports on test pieces submitted by Contractor.			
No lower than a moderate to none rating in chlorine retention after washing	1.8. Summary Table, Factor number 6	Review independent laboratory reports on test pieces submitted by Contractor.			
Provide Required reports.	1.8. Summary Table, Factor number 7	Assure that all data requested of Contractor by terms of contract are complete and submitted on time, weekly, monthly, quarterly, and annually basis			
Response	Response 4.0. Summary Table, Factor number 8	Review reports from Facility COR and Lead COR addressing responses for contact in excess of 1 hour on a monthly basis			

SECTION III

3.0. Government Furnished Property and Services

3.1. The Government will provide all COG linen/textile items listed in this SOW.

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

3.3. Restroom and hand washing facilities are available for Contractor employees to wash their hands following exposure to blood or other body fluids while at the Medical Facility.

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

SECTION IV

4.1 General Information

4.2 Hours of Operation. The contractor shall perform the services required under this contract during normal VASNHS operation, except when coordinated with the Contractor due to emergencies. The contractor is required to perform services on Federal Holidays.

4.1.1 Normal Hours. VASNHS hours of operation are 0700-1700 hrs. The Contractor may find it necessary to deviate from the normal base hours of operation, to ensure timely completion of work under this SOW at no additional cost to the government.

4.3 Reserved

4.4 VASNHS Closures. Work scheduled but not accomplished because of closure due to weather or unforeseen emergencies, shall be accomplished as soon as possible after reopening the base.

4.5 Training. The Contractor shall ensure all employees complete the local VASNHS Hazardous Communication, HAZMAT, and hazardous waste training. The Contractor shall appoint a primary and alternate HAZMAT and Hazardous Waste monitor. Monitors are responsible for training all Contractor personnel regarding hazardous material containers maintained within VASNHS and complete MSDSs immediately upon receipt of new chemicals, products, or materials. The Contractor shall submit MSDSs to HAZMAT as required.

4.6 Traffic Laws. The Contractor and its employees shall comply with federal, local and VASNHS traffic regulations.

4.7 Weapons, Firearms, and Ammunition. Contractor employees are prohibited from possessing weapons, firearms, or ammunition, on themselves or within their Contractor-owned or privately owned vehicle while on VASNHS.

4.8 Physical Security. The Contractor shall be responsible for safeguarding all government property and controlled forms provided for Contractor use. At the end of each work period, all government facilities, equipment, and materials shall be secured.

4.9 Reserved.

4.10 Personnel. The Contractor shall be responsible for the administration and management of all aspects of this contract. This includes responsibility for all Contractor employees, subcontracts, agents, and anyone acting for or on behalf of the Contractor.

4.10.1 The government is authorized to restrict the employment under the contract of any Contractor employee or prospective Contractor employee, who is identified as a potential threat to the health, safety, security, general wellbeing, or operational mission of the installation and its population.

4.10.2 Contractor personnel shall present a neat appearance. Contractor personnel shall be easily recognizable while on the installation in conjunction with this contract. This shall be accomplished through the wear of distinctive clothing, overcoats, rain gear, or hats, bearing the company name or logo. The coloring or design of the items selected should be such that identifies personnel easily and quickly for reasons of safety and personal protection.

4.10.3 Contractor's personnel are required to read, write, speak, and understand the English language, unless otherwise specified in this contract or agreed to by the Government.

4.10.4 All Contractor personnel are required to wear identification (I.D.) badges during the entire time they are on the VA grounds. I.D. badges shall have an identification picture, and shall state the name of the individual and the company they represent. The VA will issue an ID badge upon the completed fingerprinting process.

4.10.5 The parties agree that the Contractor's personnel working as a result of this contract shall not be considered VA employees for any purpose and shall be considered employees of the Contractor. The Contractor shall be responsible for providing:

- a. Workers Compensation.
- b. Professional liability insurance.
- c. Health examinations.
- d. Income tax withholding, and,
- e. Social Security payments.

4.11. Certification Requirements. Contractor's personnel performing services shall be fully qualified.

4.11.1 "Fully qualified" is defined as trained and experienced to perform the services assigned. The Contractor shall provide written verification of the competency of their personnel and a list of credentials of approved personnel for placement at the Department of Veteran Affairs medical facility. This information shall be required when quotes are submitted and may be used during evaluations in determining award.

4.11.2 The Contractor shall also be required to update this information as changes to staff are made, throughout the life of the contract. The Government Contracting Officer's Representative (COR) reserves

the right to reject any of the Contractor's personnel and refuse them permission to work with VA employees if they are determined not "fully qualified" or documentation has not been submitted, and approval given, for the Contractor's personnel to provide needed services.

4.12 Reserved

4.13 Safety and Fire Prevention. In the performance of this contract, the Contractor shall take such safety precautions as necessary to protect the lives and health of the occupants of the building. Fire and safety deficiencies, which exist and are part of the responsibility of the Contractor, shall be immediately corrected. If the Contractor fails or refuses to correct deficiencies promptly, the Contracting Officer may issue an order stopping all, or any part, of the work.

4.13.1 The Contractor shall comply with applicable Federal, State, and VA safety and fire regulations and codes, which are in effect during the performance period of the contract.

4.13.2 The Contractor personnel shall follow applicable facility policies concerning fire/disaster programs. A copy of this may be obtained from the COR.

4.14. Parking Policy. It is the responsibility of Contractor personnel to park only in designated parking areas. Parking information is available from the VA Police. The VA will not validate or make reimbursement for parking violations of the Contractor's personnel under any circumstances.

4.15. Smoking Policy. Smoking is permitted only in designated areas on VA grounds and is strictly prohibited within VA buildings.

4.16. Cellular Phones. Cellular phones shall be turned off prior to entering the VA facility and are prohibited for use inside the building. A hands-free device shall be utilized while driving and texting while driving is strictly prohibited.

4.17. Contracting Officer Representative (COR): A VA Medical Center (VAMC) representative of the Contracting Office shall be designated to represent the Contracting Officer in furnishing technical guidance and advice regarding the work being performed under this contract. The foregoing is not to be construed as authorization to interpret or furnish advice and information to the Contractor relative to the financial or legal aspects of the contract. Enforcement of these segments is bested in and is the responsibility of the Contracting Officer.

4.18. Delegation of Authority letter(s) shall be forwarded to the using service and Contractor after agreement has been signed, identifying the individual(s) as the COR(s). All authorized representatives of VALLHS to order services and to accept or reject services performed shall be delegated as COR(s). This designation shall be furnished in writing to the Contractor prior to commencement of the contract. No service shall be provided without the approval of the COR(s) or his/her designee of this contract.

4.19. Contractor Point of Contact. The Contractor shall designate one (1) employee as the Point of Contact (POC) responsible for administrative matters in the performance of services under this contract. The POC shall have full authority to act for the Contractor on all matters relating to the daily performance of this contract. An alternate may be designated, but the Contractor shall notify the Contracting Officer and COR in writing those times when the alternate shall act as the POC.

4.19.1. The Contractor shall provide the name and telephone number of the person designated as Point of Contact and Alternate on the space below:

- a. Point of Contact, Name:
- b. Telephone Number:
- c. Alternate Point of Contact, Name:
- d. Telephone Number:

4.19.2. The POC shall be available by telephone Monday through Friday, between 6:00 a.m. and 5:00 p.m. including national holidays.

4.20. Invoicing

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

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

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

Vendor e-Invoice Set-Up Information:

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

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

B.2 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.

SECTION C - CONTRACT CLAUSES

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

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

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

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS	JAN 2017
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
852.203-70	COMMERCIAL ADVERTISING	JAN 2008
852.203-71	DISPLAY OF DEPARTMENT OF VETERANS AFFAIRS HOTLINE POSTER	DEC 1992
852.215-70	SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS	JUL 2016
852.215-71	EVALUATION FACTOR COMMITMENTS	DEC 2009
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2012

C.2 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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

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

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

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

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

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (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 (JAN 2017) (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).

[X] (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

[X] (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

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

[X] (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

[] (35) 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.)

[] (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[] (38) 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).

[] (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.

[X] (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.

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

[X] (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 (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

[X] (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).

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

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

Employee Class	Monetary Wage-Fringe Benefits
Washman NA-3	\$13.03 to \$15.18
Finisher, Flatwork, Machine NA-2	\$11.87 to \$13.82
Presser, Machine, Wearing Appare	\$11.87 to \$13.82
Truckdriver, Heavy WG-8	\$24.82 to \$28.95

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

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

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

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

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

☒ (9) 52.222-62, 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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 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.

(iv) 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.

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

(vi) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

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

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

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

(x) 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.

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

(xii)(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).

(xiii) 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).

(xiv) 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).

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

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

(xvii) 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)(xvii): 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.

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

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

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

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

(xxi) 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).

(xxii) 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.

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

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

(End of Clause)

C.3 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 02/01/2018 through 01/31/2018.

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

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

(End of Clause)

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

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$200.00, 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;

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

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

C.5 52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

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

(End of Clause)

C.6 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30, 2018. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2018, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

C.7 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

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

(End of Clause)

C.8 SUPPLEMENTAL INSURANCE REQUIREMENTS

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

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

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

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

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

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

See attached document: Attach 1 Estimated Quantities.

See attached document: Attach 2 Wages.

See attached document: Attach 3 Price Schedule.

See attached document: Attach 4 Past Performance Survey.

SECTION E - SOLICITATION PROVISIONS

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2016
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL 2013
52.212-3	OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS	JAN 2017
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS	OCT 2015
852.233-70	PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION	JAN 2008
852.233-71	ALTERNATE PROTEST PROCEDURE	JAN 1998
852.233-71	ALTERNATE PROTEST PROCEDURE (MAY 2010) NOTE	MAY 2010
852.270-1	REPRESENTATIVES OF CONTRACTING OFFICERS	JAN 2008

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:

SUBMISSION INSTRUCTIONS**(a) General Instructions**

(1) Electronic Submissions: Contractors must email their quote to Michael Hodahkwen at michael.hodahkwen@va.gov. Include the solicitation number in the Subject line. Any attachments must be readable using Microsoft Office or Adobe PDF. The size of the email is limited to 5 megabytes (MB) but multiple emails are allowable. Quotes must be submitted electronically and will not be accepted through fax or postal mail.

(2) All questions regarding this solicitation should be emailed to michael.hodahkwen@va.gov no later than three business days prior to the quote due date.

(b) Selection Process

(1) Evaluations will be conducted under the procedures of FAR Part 13.

(2) In accordance with FAR 13.106-2(b)(3), the quotes will undergo a comparative evaluation to determine which vendor provides the best value to the government in terms of high technical capability and past performance, while also providing a competitive price.

(c) Quote Package Contents

(1) The quote package should address all the information listed in the evaluation factors under 52.212-2. There is not a required format that the information must be presented in. We will be focused on the content of the quote and whether it addressed all the evaluation factors.

(2) For the individual elements of the technical capability factor, the quote package should state how the contractor will address each element and should not simply restate the Statement of Work. Simply restating the Statement of Work will not be evaluated favorably.

(3) For the past performance factor, the past performance surveys can be incorporated into the quote package. Please include at least three but not more than five recent (within the past five years) and relevant (similar in size and scope) completed surveys. The surveys do not need to be submitted directly to the Contracting Officer/Specialist from the individual that completed the survey. The completed surveys can be compiled by the contractor and submitted as part of the quote package.

(4) The pricing information will consist of the unit prices in the price schedule. The vendors will provide the unit pricing for each line item. An Excel version has been provided for the vendor's convenience. Using the estimated quantities, we will evaluate an overall price for the vendor for the purposes of price comparison.

(End of Addendum to 52.212-1)

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

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

- 1) Factor #1, Technical Capability
- 2) Factor #2, Past Performance
- 3) Factor #3, Price
- 4) Factor #4, SDVOSB / VOSB Evaluation

In accordance with FAR 13.106-2(b)(3), the quotes will undergo a comparative evaluation to determine which vendor provides the best value to the government in terms of high technical capability and past performance, while also providing a competitive price.

FACTOR 1 – Technical Capability

The quotes will be evaluated using the information submitted in the quote addressing:

- 1) Location of the laundry facilities
- 2) Number and type of laundry machines used by the vendor
- 3) Staffing approach
- 4) Subcontracting approach

FACTOR 2 – Past Performance

Past performance will be reviewed to determine if the previous work was recent (within the past 5 years) and relevant (similar size and type of work). Past performance information will also be reviewed to determine the overall trend in the ratings of quality for previous contracts.

FACTOR 3 – Price

When submitting pricing information, the contractor will provide a fixed unit prices for the line items in the price schedule. In evaluating the contractor's price, the Government's determination will include whether the price reflects a clear understanding of the requirements, is consistent with the information provided in the contractor's quote, and is reasonable in comparison with other quotes that have been submitted in response to the solicitation.

We are established an Indefinite Delivery Indefinite Quantity (IDIQ) contract using estimated quantities. The estimated quantities will be used to compare the pricing of the vendors.

FACTOR 4 – SDVOSB / VOSB Evaluation

In accordance with VAAR clause 852.215-70, vendors who qualify as a verified SDVOSB / VOSB or who will be subcontracting with a verified SDVOSB / VOSB will receive consideration during the quote evaluation process. In order to receive this consideration, the SDVOSB / VOSB must be registered in the VIP database at <https://www.vip.vetbiz.gov/>. If a vendor plans to subcontract with a registered SDVOSB / VOSB and would like to receive consideration under this evaluation factor, then they must state who subcontractor is so it can be verified that the subcontractor is verified in the VIP database.

(End of Provision)

E.3 52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of Provision)

E.4 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:

Michael Hodahkwen
michael.hodahkwen@va.gov

Hand-Carried Address:

Department of Veterans Affairs
Network Contracting Office 21
3230 Peacekeeper Way, Bldg 209
McClellan CA 95652

Mailing Address:

Department of Veterans Affairs
Network Contracting Office 21
3230 Peacekeeper Way, Bldg 209
McClellan CA 95652

(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)