

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NO. 671-20-1-7053-0002 PAGE 1 OF 53

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 4. ORDER NO. 5. SOLICITATION NUMBER 6. SOLICITATION ISSUE DATE
36C25719Q1360 10/09/2019

7. FOR SOLICITATION INFORMATION CALL: a. NAME PJ Romano b. TELEPHONE NO. (No Collect Calls) 210-694-6305 8. OFFER DUE DATE/LOCAL TIME 10/21/2019 3:00pm CDT

9. ISSUED BY CODE 36C257
Department of Veterans Affairs
VISN17 Network Contracting Activity
7400 Merton Minter Blvd. (10N17/90C)
San Antonio TX 78229
10. THIS ACQUISITION IS UNRESTRICTED OR SET ASIDE: 100 % FOR:
 SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 812320
 HUBZONE SMALL BUSINESS EDWOSB SIZE STANDARD: \$6 Million
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED SEE SCHEDULE 12. DISCOUNT TERMS 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING N/A
14. METHOD OF SOLICITATION RFQ IFB RFP

15. DELIVER TO CODE 36C671 16. ADMINISTERED BY CODE 36C257
Department of Veterans Affairs
VISN17 Network Contracting Activity
7400 Merton Minter Blvd. (10N17/90C)
San Antonio TX 78229-4401
Department of Veterans Affairs
VISN17 Network Contracting Activity
7400 Merton Minter Blvd. (10N17/90C)
San Antonio TX 78229

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE 18a. PAYMENT WILL BE MADE BY CODE
TELEPHONE NO. DUNS: DUNS+4
This is accomplished through the Tungsten Network located at:
<http://www.fsc.va.gov/einvoice.asp>
This is mandatory and the sole method for submitting invoices.
PHONE: (877) 353-9791 FAX: (512) 460-5540

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Schedule Important Dates Cut-off date for questions is 10/15/2019 at 3pm CDT RFQ closes on 10/21/2019 at 3pm CDT (Use Reverse and/or Attach Additional Sheets as Necessary)				

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 ARE ARE NOT ATTACHED.
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ 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) 31c. DATE SIGNED

SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.2 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		10,800.00	LB	\$ _____	\$ _____
	Wash, clean and press linen items, launder towels and housekeeping items. The quantity in the schedule is an estimate. Contractor will only be paid for the number of pounds serviced. Contract Period: Base POP Begin: 12-01-2019 POP End: 11-30-2020				
0002		52.00	WK	\$ _____	\$ _____
	Schedule and collect dirty linens, towels and housekeeping items. Contract Period: Base POP Begin: 12-01-2019 POP End: 11-30-2020				
BASE TOTAL \$ _____					
1001		10,800.00	LB	\$ _____	\$ _____
	Wash, clean and press linen items, launder towels and housekeeping items. The quantity in the schedule is an estimate. Contractor will only be paid for the number of pounds serviced. Contract Period: Option 1 POP Begin: 12-01-2020 POP End: 11-30-2021				
1002		52.00	WK	\$ _____	\$ _____
	Schedule and collect dirty linens, towels and housekeeping items. Contract Period: Option 1 POP Begin: 12-01-2020 POP End: 11-30-2021				
OPTION 1 TOTAL \$ _____					
2001		10,800.00	LB	\$ _____	\$ _____
	Wash, clean and press linen items, launder towels and housekeeping items. The quantity in the schedule is an estimate. Contractor will only be paid for the number of pounds serviced. Contract Period: Option 2 POP Begin: 12-01-2021 POP End: 11-30-2022				

2002		52.00	WK	\$ _____	\$ _____
	Schedule and collect dirty linens, towels and housekeeping items. Contract Period: Option 2 POP Begin: 12-01-2021 POP End: 11-30-2022				
OPTION 2 TOTAL					\$ _____
3001		10,800.00	LB	\$ _____	\$ _____
	Wash, clean and press linen items, launder towels and housekeeping items. The quantity in the schedule is an estimate. Contractor will only be paid for the number of pounds serviced. Contract Period: Option 3 POP Begin: 12-01-2022 POP End: 11-30-2023				
3002		52.00	WK	\$ _____	\$ _____
	Schedule and collect dirty linens, towels and housekeeping items. Contract Period: Option 3 POP Begin: 12-01-2022 POP End: 11-30-2023				
OPTION 3 TOTAL					\$ _____
4001		10,800.00	LB	\$ _____	\$ _____
	Wash, clean and press linen items, launder towels and housekeeping items. The quantity in the schedule is an estimate. Contractor will only be paid for the number of pounds serviced. Contract Period: Option 4 POP Begin: 12-01-2023 POP End: 11-30-2024				
4002		52.00	WK	\$ _____	\$ _____
	Schedule and collect dirty linens, towels and housekeeping items. Contract Period: Option 4 POP Begin: 12-01-2023 POP End: 11-30-2024				
OPTION 4 TOTAL					\$ _____
GRAND TOTAL					\$ _____

B.3 STATEMENT OF WORK

South Texas Fisher House I Laundry Services

NOTE OF EXPLANATION: The format of this SOW represents a departure from the traditional format. The intent of this format is to solicit in the most efficient and effective manner to complete the requirements set forth in this SOW. To achieve this goal:

- Significant process improvements are desired and “How to” procedures have been removed, wherever possible, to facilitate process improvements.
- The requirements in this SOW are defined based on the output of products and services. A mix of contract price and cost mechanisms will be used to focus on outputs and not effort.
- The government is not soliciting for the “same old way” of doing business.
- The Government encourages proposals that will achieve savings through innovative process and property management.

DESCRIPTION: Contractor shall furnish all labor, equipment, supervision, management, supplies, bulk delivery carts, transportation, and facilities (except as identified elsewhere in this solicitation) necessary to perform contractor owned/contractor operated bulk laundry/linen services and tasks required under this contract for the Department of Veterans Affairs South Texas Veterans Healthcare System Fisher House 7485 Wurzbach Rd San Antonio TX 78229. All services are to be performed in accordance with standard industry practices and quality control measures. Services shall include pick-up and delivery of items by contractor personnel. These services are in support of military family hospitality & patient care programs.

Services are required Monday through Friday. The STX Fisher House is required to provide 24-hour support operations essential to supporting the military families staying at Fisher House and contractor services turn-around shall be performed accordingly to support the STX Fisher House operations.

CONTRACTOR PICK-UP AND DELIVERY HOURS: Pick-up and delivery schedule shall be coordinated with the COR at the STX Fisher House. Scheduled modification/alteration opportunities, which would improve operations and turn-around time, without major interruption to either contractor or the Government, shall be negotiated between the Contractor and COR and shall not be implemented until all parties have concurred in writing.

ESTIMATED QUANTITIES: Historical data is provided in Section 6. However, it is impossible to determine the exact quantities during the contract term. Each offeror whose offer is accepted wholly or in part will be required to provide all services during the contract term. The South Texas Veterans Health Care System will be building another Fisher House (Fisher House II). The contractor will be required to provide services to accommodate both Fisher House's should Fisher House II open during the contract period or exercised option years. This will be shown as an optional line item on the awarded contract, that the Government may exercise at any time during the period of performance.

CONTRACT AWARD: The Government contemplates award of a Firm Fixed-Price contract resulting from this solicitation. Contract period will be 1 base year plus 4 option periods in accordance with the terms and conditions defined herein.

Section 1 - GENERAL INFORMATION

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 South Texas Veterans Health Care System Fisher House.

1.1.1.1. The work required by this SOW consists of furnishing the physical laundry plant (at an off-site location), all labor, supervision, management, management support, supplies, ancillary equipment, vehicles and materials necessary for accomplishment of complete laundry/linen services, as described in Section 5.

1.1.1.2. All workmanship shall be in accordance with practices established by the Association of Linen Management (ALM) www.almnet.org, Dry-cleaning & Laundry Institute (DLI) www.ifi.org (formally International Fabricare Institute), 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 (TJC). 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. * 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.

*The Laundry Plant layout/design should 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. The Fisher House linen is to be washed in small batches separately. When the linen arrives at the plant it should be placed in an area with a system of exhausts in the roof to ensure negative air flow, to avoid cross-contamination with other laundry. The sheets would be separated from the towels and housekeeping linen would be all washed separately on the right cycle.

Commercial dryers are required to be programmed for different types of garments. This would allow linen to retain a certain percentage of moisture to avoid over drying and damaging the Fisher House linen.

All flatwork (flat sheets, pillowcases, coverlets, duvet covers, tablecloths, etc.) would need to be pressed in a commercial grade ironer and folded in a synchronized Folder and transferred to a Stacker. From there the linen would be stored properly or thermally shrink-wrapped. Some non-standard items as: duvet covers (double fabric, heavy), need to be hand-folded. The folder might not be able to run the non-standard items through and would create a wrinkled creased garment. Fisher House duvet covers and shams washing cycle should contain some starch to achieve a clean and “crisp” look. Throughout this process the laundry will be constantly checked for stains, odors and overall appearance. The Laundry will be clean and wrapped linen weighed (always dry, never wet) and labeled STX Fisher House.

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 COR and 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,, shall be re-cleaned at no additional cost to the Government. Such items shall be identified, for contractor recognition, by the COR when they are returned on the next scheduled pickup after an unsatisfactory condition is discovered. These items are to be kept separate from the normal laundry items for separate processing. Re-cleaned items will be identified separately and not charged to the Government.

1.1.4. Scheduled services are to be accomplished subject to emergency situations, which may require alteration of schedules. Emergency situations will be defined by the COR. In the event of a Fisher House emergency, disaster, or drill, the Contractor shall perform all laundry/linen services required by the STX Fisher House.

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

1.2. Contractor Experience.

The Contractor shall have experience in providing 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 their quote.

1.3. Supervision By Contractor:

1.3.1. The Contractor shall assign an on-site manager at their laundry processing plant who shall be physically present during prescribed work hours. The on-site manager is solely responsible to supervise the provision of these laundry/linen services to the 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 absence or during periods of work performed after normal work hours. The Contractor's Plant Manager (CPM) must meet the following requirements:

1.3.1.1. Certified by ALM or graduate of an independently controlled management-training program emphasizing institutional laundry. The formal course must have been previously established. The Government must be able to verify the course graduation certificate with the governing body.

1.3.1.2. CPM shall have at least three years of specialized experience in this capacity.

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

1.3.3. The Contractor is responsible for the effective implementation of their Quality Control program, .

1.3.4. CPM or alternate shall respond in person, or by telephone, within 1 hour of notification by the COR. The CPM and any designated alternate shall have full authority to contractually commit 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 must be able to read, write, speak and understand the English language.

1.4.1.2. The Contractor shall provide sufficient and adequately trained personnel, who are paid at the prevailing rate, as necessary to perform the services required by this contract and shall meet all

variations, shift schedules, and changes as may be required to assure prompt response to the requirements of contract.

1.4.2. Training:

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

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

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

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

1.4.2.2.3. Proper use and handling of supplies and equipment.

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

1.4.2.2.5. Familiarization with local fire prevention and safety procedures.

1.4.2.2.6. Familiarization with equipment operational manuals.

1.4.2.2.7. Individual duties and responsibilities.

1.4.2.2.8. Procedures for replenishing supplies and obtaining equipment repair.

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

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

1.4.2.2.11. A general orientation of laundry operating procedures and policies.

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

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

1.4.2.2.14. Hepatitis B Virus (HBV) requirement.

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

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

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

1.4.2.6. Physical Examinations:

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

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

1.4.2.7. Miscellaneous:

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

1.5. Quality Control and Quality Assurance for Contract Service:

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

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

1.5.1.2. 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 made available to the Government and shall be available to the COR during normal working hours.

1.5.2. Quality Assurance. The Government will monitor the Contractor's performance under this contract.

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

1.5.3.1. Start-up and phase-in schedule.

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

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

1.5.3.4. The role of the CPM and extent of authority.

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

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

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

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

1.6. Government Representative. The COR is responsible for providing technical assistance to the CO in administration of the contract. This responsibility involves quality assurance inspection, surveillance reporting and 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 shall have access to plant facilities, without the 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.

1.7. Performance Evaluation Meetings:

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

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

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 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).

Information Security. "The C&A requirements do not apply. A Security Accreditation Package is not required.

1.10. Safety and Fire Prevention:

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

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

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

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

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

1.11. Damage and Equipment loss:

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

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

1.11.3. Any damage caused to Government property during the Contractor's performance of work under the contract shall be repaired or replaced to pre-existing conditions at Contractor's own expense.

1.12. Linen Control

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

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

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

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

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

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

1.13. Delivery Requirements:

1.13.1. The Contractor shall provide the COR with a written report of all soiled linen processed and all clean linen delivered, showing cart number and weights. The information must be recorded on a daily basis and delivered to the COR at the end of the current workweek.

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

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

1.13.4. Clean linen and specialty items shall be available for transport Monday - Friday. Soiled linen and specialty items will be available for processing Monday - Friday. Deliveries will be made at a time set by the COR.

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

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

1.13.7. Clean linen delivery and soiled linen pickup shall be between 7:00 AM and 10:00 AM, M-F as established by the COR at the following location:

STX Fisher House
7485 Wurzbach Rd
San Antonio TX 78229

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

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

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

Section 2 - Government Furnished Property and Services

2.1. Materials:

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

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

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

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

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

Section 3 - 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 III. The Contractor shall secure all materials and supplies which shall comply with Local, State and Federal environmental laws.

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. **Linen.** N/A

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

3.5. **Rags.** N/A

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

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

Section 4 - Specific Tasks

4.1. The Contractor shall accept for processing all soiled linens, mops, etc. After processing all items are to be laundered and delivered to the Fisher House in accordance with the terms outlined below.

4.1.1. Flatwork items that must be conditioned, ironed, and folded:

- 4.1.1.1. Pillowcases, regular
- 4.1.1.2. Sheets, poly/cotton, bed (queen & twin)
- 4.1.1.3. Shams (euro & regular queen & twin)
- 4.1.1.4. Duvets & Duvet Covers (regular queen & twin)
- 4.1.1.5. Towels (face, bath, hand & floor mat)
- 4.1.1.6. Mattress Pads (queen & twin)
- 4.1.1.7. Blankets (polyester)
- 4.1.1.8. Shower curtains

Housekeeping Items

- 4.1.1.9. Mop heads (regular & micro fiber)
- 4.1.1.10. Cleaning rags

4.2. Packaging:

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

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

4.3.1. Laundry:

- | | |
|---------|--|
| Small: | An item requiring the approximate time, effort and cost to process as a pillowcase or wrapper. |
| Medium: | An item requiring the approximate time, effort and cost to process as a sheet or spread. |
| Large: | An item requiring the approximate time, effort and cost to process as a blanket. |

Section 5 - Applicable Regulations, Manuals, Specifications and Technical Exhibits

5.1. Technical Exhibits

5.1.1 Technical Exhibit #1: Annual Workload Information by Fisher House:

5.1.1.1. The workload stated in the following schedule of services is approximate, based on the volume handled in FY18 & FY19, 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.

5.1.1.1.1. Fisher House

Total Soiled Pounds (weekly)	150lbs
------------------------------	--------

*Total approximate clean inventory for Fisher House I	
General Linen	750
Towels	200
Mops (wet/dust)	25
Micro-fiber	25
Total	1,000

5.2 Technical Exhibit #2: Contractor Furnished Reports

5.2.1. Damage to Government property.

5.2.2.2. Monthly report of washroom chemical titration and Ph.

5.2.2.3. Weekly Soiled Linen Report to include:

- Pounds Received from Fisher House.

5.2.2.4. Weekly report of Clean Linen shipped to include:

- Pounds Delivered to Fisher House.
- Number of Pieces received from Fisher House.

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

5.2.2.6. Textile Care production information and cost report as found in VHA Handbook 1850.3 appendix A

5.2.2.7. Other reports as required by the COR.

5.2.3. Technical Exhibit # 3: Designated Pick-Up and Delivery Locations

Addresses:

STX Fisher House
7485 Wurzbach Rd
San Antonio TX 78229.

Delivery and pickup in front of the Fisher House (delivery point).

SECTION C - CONTRACT CLAUSES

C.1 FAR 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>
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS	OCT 2018
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
852.203-70	COMMERCIAL ADVERTISING	MAY 2018
852.270-1	REPRESENTATIVES OF CONTRACTING OFFICERS	JAN 2008

C.2 FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019).

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

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means--

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably

believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means--

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817). Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation 4.2104.

(c) Exceptions. This clause does not prohibit contractors from providing--

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if

known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to

prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of Clause)

C.3 FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (MAY 2019)

(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) 52.204–23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115–91).

(3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(4) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(5) 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 2018) (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 (Oct 2018) (41 U.S.C. 2313).

(10) [Reserved]

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

- (ii) Alternate I (NOV 2011) of 52.219-3.
- (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (ii) Alternate I (JAN 2011) of 52.219-4.
- (13) [Reserved]
- (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
- (ii) Alternate I (NOV 2011).
- (iii) Alternate II (NOV 2011).
- (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
- (17)(i) 52.219-9, Small Business Subcontracting Plan (AUG 2018) (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 (JAN 2017) of 52.219-9.
- (v) Alternate IV (AUG 2018) 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 (JAN 2018) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (28)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (ii) Alternate I (FEB 1999) of 52.222-26.
- (29)(i) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- (ii) Alternate I (JULY 2014) of 52.222-35.
- (30)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (ii) Alternate I (JULY 2014) of 52.222-36.
- (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 (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (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.)
- (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (OCT 2015) of 52.223-13.

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

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

(40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

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

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

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

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

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

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

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

(46) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

(47)(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.

(48) 52.225–5, Trade Agreements (AUG 2018) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(49) 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).

(50) 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).

(51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(54) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Oct 2018) (31 U.S.C. 3332).

(56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(57) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

(58) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

(59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

(60)(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.

(iii) Alternate II (FEB 2006) 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 (AUG 2018) (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-Laundry Worker	Monetary Wage-Fringe Benefits \$14.85
Employee Class-Contractor Plant Manager	Monetary Wage-Fringe Benefits \$24.03
Employee Class-Driver	Monetary Wage-Fringe Benefits \$17.36

(4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (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).

(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) 52.204–23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115–91).

(iv) 52.219–8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219–8 in lower tier subcontracts that offer subcontracting opportunities.

(v) 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.

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

(vii) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).

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

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

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

(xi) 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.

(xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(xiii)(A) 52.222-50, Combating Trafficking in Persons (JAN 2019) (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).

(xiv) 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).

(xv) 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).

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

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

(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)

C.4 FAR 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 15 days.

(End of Clause)

C.5 FAR 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 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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.6 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:
It is not a Wage Determination*

Employee Class	Monetary Wage -- Fringe Benefits
Laundry Worker	\$14.85
Contractor Plant Manager	\$24.03
Driver	\$17.36

(End of Clause)

Addendum to FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES

The information provided in this clause is for informational purposes only and is not a wage determination. This is not an all-inclusive list, but only a representative list of federal service employees that could be employed under this contract. This clause also states the wages and fringe benefits payable to each if they were employed subject to the provisions of 5 U.S.C. 5341 or 5332 (i.e., GS/WG federal employee). It is the contractor's responsibility to determine the human capital required to execute the terms of the contract. Likewise, contractors are responsible for confirming with DOL that they are using the appropriate wage determination for the employees they use in the performance of this contract and it is the contractor's responsibility to ensure employees are paid in accordance with the appropriate classification as determined by DOL.

(End of Addendum)

C.7 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2016)(DEVIATION)

(a) *Definition.* For the Department of Veterans Affairs, "Service-disabled veteran-owned small business concern or SDVSOB":

(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 or eligible surviving spouses (see VAAR 802.201 Surviving Spouse definition);

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

(iii) The business meets Federal small business size standards for the applicable North American Industry Classification System (NAICS) code identified in the solicitation document;

(iv) The business has been verified for ownership and control pursuant to 38 CFR 74 and is so listed in the Vendor Information Pages database, (<https://www.vip.vetbiz.gov>); and

(v) The business will comply with subcontracting limitations in 13 CFR 125.6, as applicable

(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).

(b) *General.*

(1) Offers are solicited only from verified service-disabled veteran-owned small business concerns. Offers received from concerns that are not verified service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation shall be made to a verified service-disabled veteran-owned small business concern.

(c) *Agreement.* A service-disabled veteran-owned small business concern agrees that in the performance of the contract, the concern will comply with the limitation on subcontracting requirements in 13 CFR §125.6.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if the joint venture complies with the requirements in 13 CFR 125.15, provided that any reference therein to SDVO SBC is to be construed to apply to a VA verified SDVOSB as appropriate.

(e) Any service-disabled veteran-owned small business concern (non-manufacturer) must meet the requirements in FAR 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

(End of Clause)

C.8 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018)

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

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

(2) *Designated agency office* means the office designated by the purchase order, agreement, or contract to first receive and review invoices. This office can be contractually designated as the receiving entity. This office may be different from the office issuing the payment;

(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; and

(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 at the current website address provided in the contract.

(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).

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

(e) *Exceptions*. If, based on one of the circumstances in this paragraph (e), 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.9 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 Texas. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

SECTION D – CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

<u>ATTACHMENT #</u>	<u>TITLE</u>	<u>PAGES</u>	<u>DATE</u>
Attachment 1	Wage Determination 15-5253 Rev 9	20 Pages	07/16/2019

SECTION E - SOLICITATION PROVISIONS

E.1 FAR 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 2018
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
52.212-1	INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS	OCT 2018

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

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

TECHNICAL QUESTIONS:

Technical questions shall be accepted by the Government in writing via email only no later than 12:00 PM Central Daylight Time (CDT), October 15, 2019. Please e-mail to Pasquale Romano, Contract Specialist, at pasquale.romano@va.gov. Please include in your questions the section of the solicitation/page number that your question is referencing.

OFFER SUBMITTAL INSTRUCTIONS:

- 1) Offeror shall submit offers by Due Date/Time specified in Block 8 of the Standard Form (SF) 1449 of the solicitation directly to pasquale.romano@va.gov
- 2) By signing the Standard Form (SF) 1449/Solicitation, Contractor attests acknowledgement of receipt of all solicitation amendments if applicable.
- 3) Offeror must complete and return the Price Schedule and Provisions 52.209-11, 52.212-3, & 52.204-24.
- 4) Offer must submit any required evaluation information stated in the Basis for Award.
- 5) Past performance information must show experience as indicated in the Statement of Work.
- 6) Subject line of e-mail shall be "Quote – 36C25719Q1360, STX Fisher House I Laundry Services".

Pricing: Contractor shall submit flat rate monthly pricing that incorporates all the requirements within the Statement of Work.

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.

Failure to submit a complete offer may result in a technically unacceptable determination.

E.2 FAR 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

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

Covered telecommunications equipment or services, Critical technology, and Substantial or essential component have the meanings provided in clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing--

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Representation. The Offeror represents that--

It [] will, [] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(d) Disclosures. If the Offeror has responded affirmatively to the representation in paragraph (c) of this provision, the Offeror shall provide the following information as part of the offer--

(1) All covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of Provision)

E.3 FAR 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2016)

(a) 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--

(1) 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

(2) 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.

(b) The Offeror represents that—

(1) 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

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

(End of provision)

E. FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (OCT 2018)

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

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

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

Forced or indentured child labor means all work or service—

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

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

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

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

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

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

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

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

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

“Sensitive technology”—

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

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

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

Service-disabled veteran-owned small business concern—

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

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

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

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

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

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM 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), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

[List as necessary]

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

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

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

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

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

Line Item No.	Country of Origin
_____	_____

_____	_____
_____	_____

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

Line Item No.	Country of Origin
_____	_____

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

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

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

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

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall

indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

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

(2) Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

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

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

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

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

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

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

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

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

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

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

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract 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 SAM to be eligible for award.)

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

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

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

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

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

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

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

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

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

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

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et*

seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(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) [Reserved]

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(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:_____.

(u)(1) In accordance with 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), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, 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.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of Provision)

E.5 FAR 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 BASIS FOR AWARD

This is a competitive best value selection in which competing offerors' past performance, technical acceptability and price will be evaluated to determine who represents the greatest benefit to the Government at a price that can be determined fair and reasonable. By submission of its offer, the offeror accedes to all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements. Failure to meet a requirement may result in an offer being determined technically unacceptable. Offerors must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale. The evaluation process shall proceed as follows:

A. Following receipt of quotes, the Government will perform a comparative evaluation of the services quoted. The Government will compare quotes to one another to select the service that best benefits the Government of fulfilling the requirement. The evaluation of Government requirements outlined in this request for quote will determine suitability.

B. Contractors may submit more than one quote; however, contractors are strongly encouraged to submit their best technical solutions and prices in response to this request for quote. Offerors are encouraged to clearly demonstrate in their quote how their approach provides a better value to the Government beyond that of the minimum requirements.

C. Once the Government determines there is/are a contractor(s) that can provide a service that meet(s) the requirements of this request for quote, the Government reserves the right to communicate with only those contractors quoting the best-suited service to address any remaining issues.

D. The Government will evaluate quotes for award purposes by evaluating past performance that can show experience in providing the laundry services required in the Statement of Work, technical acceptability IAW the Statement of Work and price. Prices will be evaluated for reasonableness and realism. Unrealistically high or low proposed costs or prices, initially or subsequently, may be grounds for eliminating an offeror from competition either on the basis that the offeror does not understand the requirement or has submitted an unrealistic offer. Additionally, unbalanced pricing poses an unacceptable risk to the Government and may be reason to reject an offer. The burden of proof for credibility of proposed costs/prices rests with the offeror. The Government reserves the right to amend the solicitation and remove any set-aside should pricing of all quotes be found unreasonable.

E. For the purposes of the award of this requirement, the Government intends to evaluate the Option to Extend Services under FAR 52.217-8 as follows:

The evaluation will consider the possibility that the option can be exercised at any time and can be exercised in increments of one to six months, but not for more than a total of six months during the life of the contract. The evaluation will assume that the prices for any option exercised under FAR 52.217-8 will be at the same rates as those in effect under the contract at the time the option is exercised. The evaluation will therefore assume that the addition of the price or prices of any possible extension or extensions under FAR 52.217-8 to the total price of all proposals relative to each other will not affect the ranking of proposals based on price, unless, after reviewing the proposals, the Government determines that there is a basis for finding otherwise. This evaluation will not obligate the Government to exercise any option under FAR 52.217-8.

F. For the purposes of the award of this requirement, the Government intends to evaluate the Option to Extend the Term of the Contract under FAR 52.217-9 as follows:

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).

G. Offerors are cautioned to submit sufficient information and, in the format specified in the Addendum to 52.212-1 Instruction to Offerors section. Offerors may be asked to clarify certain aspects of their quote (*for example*, the relevance of past performance information) or respond to adverse past performance information to which the offeror has not previously had an opportunity to respond. Adverse past performance is defined as past performance information that supports a less than satisfactory rating on any evaluation element or any unfavorable comments received from sources without a formal rating system. Communication conducted to resolve minor or clerical errors will not constitute discussions and the contracting office reserves the right to award a contract without the opportunity for quote revision.

H. The Government intends to award a contract without discussions with respective offerors. The Government, however, reserves the right to conduct discussions if deemed in its best interest.