SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NO.

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			36C24626Q0690	08-11-2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NO. (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME
	Christian Rosado Contracting Specialist	757-315-3937	08-25-2026 08:00am EDT

9. ISSUED BY — CODE

Department of Veterans Affairs
Network Contracting Office 6
100 Emancipation Drive
Hampton VA 23667

10. THIS ACQUISITION IS
- [X] UNRESTRICTED OR
- [ ] SET ASIDE: ____ % FOR:
- [ ] SMALL BUSINESS
- [ ] HUBZONE SMALL BUSINESS
- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
- [ ] EDWOSB
- [ ] 8(A)

NAICS: 561720

SIZE STANDARD: $22 Million

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
- [X] RFQ
- [ ] IFB
- [ ] RFP

15. DELIVER TO — CODE

Department of Veterans Affairs
Durham VA Healthcare System
508 Fulton St.

Durham, NC 27705

16. ADMINISTERED BY — CODE

Department of Veterans Affairs
Network Contracting Office 6
100 Emancipation Drive
Hampton VA 23667

17a. CONTRACTOR/OFFEROR — CODE — FACILITY CODE

TELEPHONE NO. — UEI: — EFT:

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY — CODE

Department of Veterans Affairs
Financial Services Center
PO BOX 149971
Austin TX 78714-9971

PHONE: 512-460-5049 FAX: 512-460-5221

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
- [X] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES (See CONTINUATION Page)	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	1. FY26 Janitorial Services 1st & 2nd shift at the Durham VA Medical Center. This is a firm-fixed contract with a one year base and four one-year options See schedule of service, Section B.2 See performance work statement, Section B.3 See Section E, INSTRUCTIONS TO OFFERORS. Submission will NOT be considered complete without signed VAAR Clause 852.219-75 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING--CERTIFICATE OF COMPLIANCE FOR SERVICES AND CONSTRUCTION (JAN 2023) (DEVIATION) (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA: See CONTINUATION Page

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

- [X] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [X] 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): Stephanie Thompson, Contracting Officer — 31c. DATE SIGNED

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C246 Stephanie Thompson

Department of Veterans Affairs

Network Contracting Office 6

100 Emancipation Drive

Hampton VA 23667

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

[X] 52.232-33, Payment by Electronic Funds Transfer—System For Award Management, or

[] 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly []

b. Semi-Annually []

c. Other [X] Monthly in arrears

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

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

AMENDMENT NO	DATE

B.2 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	The contractor shall be responsible for providing a Minimum of 10 Full Time Equivalent (FTE) housekeepers in addition to the management team in order to clean and sanitize administrative areas, common areas, public areas, restrooms, waiting rooms, corridors, and walkways. 5 FTE on 1st Shift (7:00am-3:30pm) and 5 FTE 2nd Shift (3:30- 11:00pm) . This is a severable contract crossing Fiscal Periods. Contract Period: Base POP Begin: Oct 8th,2026 POP End: Oct 7th,2027 PRINCIPAL NAICS CODE: 561720 - Janitorial Services PRODUCT/SERVICE CODE: S201 - Housekeeping - Custodial Janitorial	12.00	MO	_____	_____
1001	The contractor shall be responsible for providing a Minimum of 10 Full Time Equivalent (FTE) housekeepers in addition to the management team in order to clean and sanitize administrative areas, common areas, public areas, restrooms, waiting rooms, corridors, and walkways. 5 FTE on 1st Shift (7:00am-3:30pm) and 5 FTE 2nd Shift (3:30- 11:00pm) . This is a severable contract crossing Fiscal Periods. Contract Period: Option 1 POP Begin: Oct 8th,2027 POP End: Oct 7th,2028 PRINCIPAL NAICS CODE: 561720 - Janitorial Services PRODUCT/SERVICE CODE: S201 - Housekeeping - Custodial Janitorial	12.00	MO	_____	_____
2001	The contractor shall be responsible for providing a Minimum of 10 Full Time Equivalent (FTE) housekeepers in addition to the management team in order to	12.00	MO	_____	_____

clean and sanitize administrative areas, common areas, public areas, restrooms, waiting rooms, corridors, and walkways. 5 FTE on 1st Shift (7:00am-3:30pm) and 5 FTE 2nd Shift (3:30- 11:00pm) .

This is a severable contract crossing Fiscal Periods.
Contract Period: Option 2
POP Begin: Oct 8th,2028
POP End: Oct 7th, 2029
PRINCIPAL NAICS CODE: 561720 - Janitorial Services
PRODUCT/SERVICE CODE: S201 - Housekeeping - Custodial Janitorial

3001	12.00	MO	_____	_____

The contractor shall be responsible for providing a Minimum of 10 Full Time Equivalent (FTE) housekeepers in addition to the management team in order to clean and sanitize administrative areas, common areas, public areas, restrooms, waiting rooms, corridors, and walkways. 5 FTE on 1st Shift (7:00am-3:30pm) and 5 FTE 2nd Shift (3:30- 11:00pm) .

This is a severable contract crossing Fiscal Periods.
Contract Period: Option 3
POP Begin: Oct 8th, 2029
POP End: Oct 7th,2030
PRINCIPAL NAICS CODE: 561720 - Janitorial Services
PRODUCT/SERVICE CODE: S201 - Housekeeping - Custodial Janitorial

4001	12.00	MO	_____	_____

The contractor shall be responsible for providing a Minimum of 10 Full Time Equivalent (FTE) housekeepers in addition to the management team in order to clean and sanitize administrative areas, common areas, public areas, restrooms, waiting rooms, corridors, and walkways. 5 FTE on 1st Shift (7:00am-3:30pm) and 5 FTE 2nd Shift (3:30- 11:00pm) .

This is a severable contract crossing Fiscal Periods.
Contract Period: Option 4
POP Begin: Oct 8th, 2030
POP End: Oct 7th, 2031
PRINCIPAL NAICS CODE: 561720 - Janitorial Services
PRODUCT/SERVICE CODE: S201 - Housekeeping - Custodial Janitorial

GRAND TOTAL _____

B.3 PERFORMANCE WORK STATEMENT

1. General Information

1.1. General: This is a non-personal services contract to provide janitorial services for the Durham VA Medical Center (VAMC). The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.2. Period of Performance: The period of performance shall be for one (1) base year plus four (4) option years.

1.3. Place of Performance: Durham VAMC
508 Fulton St

Durham, NC 27705

1.4. Hours of Operation: The Contractor shall perform services required by this contract 5 days a week, Monday through Friday, 2 Shifts: from 7:00am – 3:30pm and 3:00pm – 11:30pm. The Contracting Officer Representative (COR) must approve any changes to the Contractor's schedule in advance.

1.5. Work Schedule/Manpower: Prior to commencing performance under this contract, the Contractor shall provide a proposed work schedule to the COR describing how the services will be accomplished. All work shall be coordinated with the COR or designated representative when accomplished during normal business hours to avoid disruptions or conflicts between the Government functions and the provision of service under this contract.

1.5.1. The contractor shall be responsible for providing a Minimum of 10 Full Time Equivalent (FTE) housekeepers in addition to the management team in order to clean all buildings and square footage per this PWS. 5 FTE on 1st Shift (7:00am-3:30pm) and 5 FTE 2nd Shift (3:30- 11:00pm) .

1.5.2. If the contractor cannot provide the required FTE to ensure compliance with this PWS at any time during execution, then the contractor shall notify the COR immediately and provide a "get well" plan. The get-well plan will be less than 60 days in duration and at the date specified or before the specified date the contractor must be within compliance. The "get well" plan shall document the corrective action being taken by the contractor and a timeline as to when the contractor will resume 100% compliance of the PWS. If the contractor cannot obtain compliance within 60 days of the failure to maintain the minimum required FTEs, the contractor will be considered, to be in breach of contract. If there is more than one instance of failure to comply with the minimum FTE requirements within 120 consecutive days the contractor is to be considered in breach of contract.

1.6. Buildings: The square footage is approximately 393,000 square feet of administrative and non-clinical work areas across several buildings and walkway.

1.6.1. The government shall provide a list of all buildings, with square footage, to be cleaned by the contractor after contract award.

1.7. Type of Contract: The government will award a Firm Fixed Price contract.

1.8. Contract Changes: Additional cleaning required by changes in mission assignments must be documented by a written contract modification. If the contractor receives a request from VA personnel directing or requesting work that the contractor believes is not within the terms of the PWS or the contract, then the contractor must notify the Contracting Officer Representative (COR) and the Contracting Officer of the request. The only person that has the authority to modify the terms of the contract or request work for which compensation will be provided is a Contracting Officer.

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

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

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

Vendor e-Invoice Set-Up Information:

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

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

2. Definitions & Acronyms

2.1. Definitions:

Aseptic Cleaning. Techniques and procedures used under sterile conditions. Aseptic cleaning is the effort taken to clean the interior of building and keep people free from hospital micro-organisms.

Constant Policing: Contractor's staff shall continuously observe and provide for cleaning as the need arises, including: clean-up of papers and any other debris; removing spills, vomit, spots and marks from walls, loading docks, walkways, floors, carpets and furniture, etc. Constant policing shall be provided as part of the overall cleaning necessary to assure a continuously aseptically clean area.

Contractor. A supplier or vendor awarded a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

Contracting Officer (CO). A person with the authority to enter into, administers, and/or terminates contracts and makes related findings. The Contracting Officer is the only individual who has the authority to contractually bind the Government. The Contracting Officer may designate a Government employee to act as his authorized technical representative.

Contracting Officer Representative (COR). The person has been designated as the authorized representative of the Contracting Officer acting within the limits of his/her authority. This individual shall not be authorized to award, agree to, or sign any contract or modification thereto, or in any way to obligate the payment of money by the Government. The COR advises the Contracting Officer on matters relating to this contract, verifies completion of the work, certifies invoices related to completed work, and ensures compliance with all provisions of the contract.

Corrective Action. Action taken by the Contractor to correct a deficiency and identify the cause(s) of the deficiency.

Custodial Cleaning. Providing an array of cleaning functions that are vital to the daily operation of the facility so as to present a clean facility.

Full Time Equivalent (FTE). Equivalent to one full time worker working 40 hours per week.

Joint Commission (JC). Joint Commission on Accreditation of Healthcare Organizations: The Joint Commission evaluates and accredits nearly 17,000 health care organizations and programs in the United States. An independent, not-for-profit organization, JCAHO is the nation's predominant standards-setting and accrediting body in health care.

Protection. This is preventing damages to surfaces and equipment caused by normal use or improper cleaning procedures.

Quiet Zone. Means normally a noise level of less than 72.dB (A) at five feet from the source in patient-occupied areas.

Soil. – Soil can be visible, such as dust, or can be invisible, such as infections and odors. Soil is, but not necessarily limited to dust, dirt, stains, grease, smudge, streaks, spots, lint, odors, infections, or any agent that is injurious to health. Soil can be removed chemically, mechanically, or by a combination of both. Mechanical soil removal is removing soil with a liquid that contains cleaning agents, such as detergents, disinfectants, sanitizers and sterilizers. The combination of chemical and mechanical methods such as an automatic floor scrubbing machine uses the chemical method to break down and loosen the soil while the mechanical method picks up and carries the soil away. Which soil removal method is used depends on the cleaning objectives and on the size, location and type of surface to be cleaned.

Subcontractor. One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

Work Day. The number of hours per day the Contractor provides services in accordance with the contract.

2.2. Acronyms:

CBI	Compliance and Business Integrity
CEH	Certified Executive Housekeeper
COR	Contracting Officer Representative
EPA	Environmental Protection Agency
FTE	Full Time Equivalent
ID	Identification
IT	Information Technology
JC	Joint Commission
IHEA	International Executive Housekeeper Association
NEHA	National Executive Housekeeping Association
OSHA	Occupational Safety and Health Agency
PWS	Performance Work Statement
QASP	Quality Assurance Surveillance Plan
VA	Veterans Affairs
VAMC	Veterans Affairs Medical Center

3. Government Furnished Property, Equipment, and Services

None.

4. Contractor Furnished Items and Services

The Contractor shall provide all equipment, management, supervision, personnel, and transportation except as specified herein as government-furnished, necessary to assure that all services are in accordance with the contract and all applicable laws and regulations. The contractor shall ensure all work meets performance standards specified in this Performance Work Statement (PWS) and referenced documents.

The Contractor shall provide the following for use in all required tasks:

Paper Towels – *Compatible with existing fixtures*	Paper Trash Can Liners – *Compatible with existing fixtures*
Toilet Paper – *Compatible with existing fixtures*	Dust Pan and Brush
Receptacle Liners (plastic bags) – *Compatible with existing fixtures*	Caution Cones or Wet Floor Signs
Batteries – Compatible with existing Hand	Hand Sanitizer Product Refills – Compatible

Sanitizer Dispensers	with existing Hand Sanitizer Dispensers
Batteries – Compatible with existing Paper Towel Dispensers	Paper Toilet Seat Cover Refills compatible with Toilet Seat Cover Dispensers
Batteries – Compatible with existing Hand Soap Dispensers	Hand Soap Product Refills – Compatible with existing Hand Sanitizer Dispensers
Plastic Pail	Bowl Brush
Micro-Fiber Water Bucket & Mop Handle	Rags and Wiping Cloths
Micro-Fiber Mop Heads	Putty Knife
Scouring Pad	Gloves
Spray Bottle	Corner Brush
Scouring Cleanser	Protective Eye Wear
Polypropylene (fiber) Broom	Dust Mop Handle
Floor Scrubbing Machines	Dust Mop Heads
Vacuums	Other equipment and supplies required to accomplish tasks

The Contractor shall be responsible to ensure all staff has access to the following personal protective clothing and equipment, as required:

Disposable gloves
Disposable isolation gown (apron)
Eye wear - goggles
Disposable mask
Safety shoes
Respirators
Rain ponchos

The following cleaning products are approved by Durham VAMC Infection Control. These products are authorized for use & shall be provided by the Contractor, as needed for use in all required tasks:

Type of Disinfectants/ Processing Products	Products	Approved for Use By:
		Janitorial
Low Level Disinfectants	PDI Sani-Wipes	X
	Clorox (Wipes)	X
	SUR-DIS (Computers)	X
	70% Alcohol	X
	3M Cleaning Products	X
Neutral Disinfectant	3M Cleaning Products	X
Medical Center Approved Disinfectant Wipe	PDI Sani-Wipes	X
	Clorox Wipes	X
	Dispatch (Spray/Wipes)	X

5. Specific Tasks

The Contractor shall complete the following tasks as instructed in this PWS and per all instructions described in Combined EMS Standard Operating Procedures, Ref For Contracted Janitorial Services In addition to other Durham VAMC Medical Center Memorandums (MCMs). The Contractor shall accomplish all general janitorial tasks and cleaning standards according to the following frequency:

CLEANING FREQUENCY

	Restrooms	Linen Rooms	Dayrooms	Offices	Hallways	Utility Rooms	Housekeeping Closets	Inside Entryways	Lobbies	Breezeway	Locker Rooms	Stairwells	Clinics	Nourishment Kitchens	Breakroom	Visitors Rooms	Dining Rooms	Elevator
FLOORS - DUST MOP	D	W	D	3W	D	D	D	*D	*D	D	D	2W	D	D	D	*D	*D	M
FLOORS - WET MOP	*D	M	*D	W*	*D	W	*D	*D	*D	3W*	W	W*	*D	D	D	*D	2W	M
BASEBOARDS - CLEAN	M	M	M	M	M	M	M	M	M	M	M	M*	M	M	M	M	M	M
DOOR JAM - CLEAN	2M	2M	2M	2M	2M	2M	2M	2M	2M	2M	2M	2M	2M	2M	2M	2M	2M	M
DOOR TRACKS - CLEAN / REMOVE DEBRIS																		W
STAIRS - DUST MOP												D						
STAIRS - WET MOP												D						
FLOORS - VACUUM			*2W	*2W	*3W			*D	D	3W*			D	W	*2W	*2W	*2W	M
GLASS - DUST AND CLEAN (INSIDE)	D		D	2W	2W			2W	2W	2W	2W	2W	2W	2W	2W	2W	2W	
INSIDE WINDOWSILLS & LEDGES - CLEAN / DUST	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	
Trash Removal	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D
TOILETS - CLEAN	D			D							D		D					
SINKS - CLEAN	D			D	D	D	D	D	D	D	D		D	D	D	D	D	
BLINDS/SHADES - DUST/CLEAN	W		W	W	W	W		W	W	W	W	W	W	W	W	W	W	
FURNITURE/FURNISHING DUST/CLEAN	D		W	W	W			D	D	W	D		D		D	D	D	
DOORS AND WALLS - DUST/CLEAN	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W
DRINKING FOUNTAINS - CLEAN					D				D									
DUST & CLEAN VENTS	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M
LIGHTS - DUST- REMOVE BUGS	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W

D = Daily W = Weekly A number before a letter = times per that period

M = Monthly Y =Yearly

* In addition to specified Frequency, indicates the frequency is the minimum standard, but more frequently if required due to an accident or spill

Q = Quarterly

5.1. General Janitorial Tasks and Cleaning Standards

5.1.1. Carpet Maintenance

a) Vacuum all carpeted areas. Furniture shall be moved for thorough cleaning and replace the furniture after cleaning. Spot cleaning as required so that the carpet presents a uniform and clean appearance, free of spots and stains. The Contractor

shall report any tears, burns and raveling to the attention of the COR or designated representative.

5.1.2. Door and Doorjambs: Perform daily cleaning by damp-wiping and polishing unpainted metal doors, washable surfaces of walls, partitions, doors and fixtures, and handrails. Sanitize as needed.

5.1.3. Ducts, Light Fixtures, Vents and Louvers: These areas are to be cleaned and vacuumed once per month. The ducts shall be cleaned as directed.

5.1.4. Elevators: The Contractor shall clean all interior surfaces, including doors, metal thresholds, tracks, and fans. The contractor once per month using a putty knife or its equivalent, must remove accumulated soil buildup from the elevator floor corners, remove soil build up on the elevator floor baseboards, remove soil build up or debris from elevator floor door tracks and polish stainless steel surfaces on the elevator interior, in addition to cleaning/polishing both sides of the elevator door for all elevators accessible from the contractor's area of cleaning responsibility.

5.1.5. Entrance Area: The Contractor shall sweep landing, steps, sidewalk of front entrance areas, clean the walk-off mats (hose off as required), and remove standing water daily. The Contractor shall damp-mop the entrance and lobby floors once per day. Trash containers located inside and outside of entrances shall be emptied.

5.1.6. Floor maintenance (non-carpeted):

a) The Contractor shall sweep, dust, and damp mop hard-surfaces, resilient flooring to include normal traffic areas, group rooms, and restrooms. The floors shall be swept, dusted and damp mop using a treated or dust- free method/mop. The Contractor shall ensure that the cleaning includes the corners and abutments. The Contractor shall tilt or move chairs, trash receptacles, and other easily movable items so as to clean underneath and shall return items to their proper position.

b) The Contractor shall wet-mop and scrub using germicidal type detergent to sanitize all accessible areas including corners and abutments. The Contractor shall remove any splash marks or mop streaks on furniture, walls, baseboards, etc., or mop strands remaining in the area. The Contractor shall not mop wood or carpeted floors.

5.1.7. Furniture and Flat Surface Cleaning:

a) Low Dusting refers to areas 36" and below: The Contractor shall dust all uncluttered horizontal surfaces within reach with a treated dust cloth (i.e., desks, counters, file cabinets, ledges, bookcases, tables, credenzas, window sills, etc.). The Contractor shall dust vertical surfaces and underneath desks in such a manner as to prevent airborne dust.

b) The Contractor shall dust furniture items such as chairs, file cabinets and other types of office furniture. The Contractor shall damp-dust other office furniture such as vinyl chairs, lamps, telephones, furniture bases, picture frames. The Contractor shall not dust typewriters, computers, business machines and equipment of similar nature.

c) The Contractor shall spot clean upholstered furniture as required.
d) High Dusting refers to areas higher than 36" up to 96": High dusting includes all the wall surfaces, door frames, shelves, equipment, window sills, ledges, hand rails, etc. that are 96 inches from the floor or more.
e) The Contractor shall vacuum upholstered furniture; clean behind furniture and corners, in particular. Move items as necessary to ensure thorough and adequate cleaning; replace to original position.
f) The Contractor shall polish any furniture to protect the finish and/or surface.

5.1.8. Doors (Entrance areas): The Contractor shall clean all glass partitions, interior and exterior glass doors, display cases, directory boards, and draft shields on windows, mirrors and adjacent trim.

5.1.9. Stairwells: The Contractor shall sweep, dust and damp mop once per shift. Lamps, vents, ceiling and wall areas shall be free of cobwebs, dust, debris and insects. The contractor once per month using a putty knife or its equivalent, must remove accumulated soil buildup from the stairwell corners, baseboards, door jams and step treads up one landing and down one landing from the contractor's area of cleaning responsibility.

5.1.10. Walls: Spot/Clean/Wash. The Contractor shall spot-clean, as required, wall surfaces to remove cobwebs, fingerprints, smudges. The Contractor shall sanitize the walls as needed.

5.1.11. Venetian Blinds: The Contractor shall vacuum and damp clean all blinds to remove surface dust, vacuum drapes in place as required.

5.1.12. Window Cleaning Interior: The Contractor shall wash all windows on interior surfaces, damp-wipe window sashes/sills. The contractor is not responsible for the highest interior windows.

5.1.13. Dining room, kitchen, and break areas: The contractor shall clean dining room, kitchen, and break areas daily; trash is to be removed. All tables and counter tops are to be wiped down daily and as needed throughout the shift. All kitchen appliances, refrigerators, microwave oven, conventional oven, dishwasher, etc. are to be cleaned daily and as needed. The contractor is to work with staff to schedule cleaning of oven and refrigerator.

5.1.14. Ceilings: The Contractor shall dust and remove cobwebs from the ceilings, vents and light fixtures.

5.1.15. Unoccupied Rooms: The Contractor shall clean unoccupied rooms weekly to remove dust from all surfaces, the restroom should be cleaned and the commode flushed to prevent hard water deposits.

5.1.16. Miscellaneous

a) Contractor's Storage Room: The Contractor shall store equipment and supplies in a Government-provided storage room. The Contractor shall maintain the storage room and used only as authorized. The Contractor shall not store food in the room. This storage room shall be clean and odor free at all times.
b) Water Fountains: The Contractor shall empty, rinse and sanitize drinking fountains.

c) Polish Metal. The Contractor shall polish the brass and other metal, aluminum, stainless steel hardware on doors, push bars, and the kicking plates.

5.1.17. Facility Restrooms

a) The Contractor shall clean and sanitize sinks, urinals, and toilets.
b) The floor traps shall be maintained free from odor at all times.
c) The Contractor shall sweep and wet-mop the floors daily.
d) The Contractor shall damp-wipe walls, doors, partitions, mirrors, shelving, and window frames and sills. The Contractor shall use an approved germicide/detergent in restrooms to disinfect all surfaces of partitions, stalls, faces of toilet bowls, urinals, lavatories, showers, dispensers, and other such surfaces.
e) The Contractor shall damp-wipe and polishes the chrome fixtures.
f) The Contractor shall furnish and replenish restroom supplies for example: soap dispensers, paper towels and toilet tissue. The Contractor shall ensure sufficient supplies are provided.
g) The Contractor shall clean (descale) toilet bowls and urinals.
h) The Contractor shall empty, clean, disinfect, and re-line all sanitary napkin and all waste receptacles.

5.1.18. Waste

a) Trash Removal: The Contractor shall pick up and empty all trash or waste receptacles, to include the vending machine/snack areas. The Contractor shall wash and damp-wipe all waste receptacles. The Contractor shall dispose of trash in plastic bags secured with bag ties.

5.2. Administrative, Public, and Common Areas

The Contractor shall clean, disinfect, and perform all tasks for administrative, public, and common areas as described in Attachment 1 of this PWS.

5.3. Contractor Personnel

5.3.1. The Contractor shall assign a Certified Executive Housekeeper (CEH) to supervise and train the contracted personnel. The supervisor shall develop and evaluate the environmental sanitation procedures in order to insure compliance with all provisions contained in this contract.

5.3.2. The CEH shall have at least one (1) year of prior experience as a CEH Manager within the last three years. Written certification of experience and copies of any formal training program (i.e. National Executive Housekeeping Association (NEHA) shall be submitted to the COR before starting work. The COR's approval must be received prior to an employee working at any of the facilities.

5.3.3. Contractor must submit Technical Management Approach package to contracting for evaluation in the response to contracting's Solicitation/Request for Quotation. Offeror shall submit company's detailed technical and management approach for completing all requirements of the Performance Work Statement (PWS).

The Government will assess the quality of the offeror's proposed technical/management approach; determine the offeror's understanding of, and knowledge of the performance work statement, objectives, and work requirements.

The offer shall include, but not limited to:

- Provide legible copies of all legally required licenses and permits to operate a business in the geographic area of this contract
- Provide a copy of the company's Quality Control Plan

Provide a Contingency Plan that illustrates services can be continued in the event of equipment failures, vehicle failures, other circumstances that would impact the ability to perform services.

5.3.4. Contractor must submit a Past Performance package to contracting for evaluation in the response to contracting's Solicitation/Request for Quotation -Bid.
Past performance information will be utilized to determine the quality of the contractor's past performance as it relates to the probability of success of the required effort. This includes relevant business references in this field of work. The Government will evaluate customer satisfaction, responsiveness to customer needs, and past demonstration of meeting delivery schedules and the delivery of quality services. Emphasis will be on recent, relevant past performance in the previous 3 years. Recent is defined as work performed within the last three years. Relevant is defined as work similar in size and scope of the work described in the Performance Work Statement (PWS).
Past performance information is one indicator of an offeror's ability to perform the contract successfully. Current and relevant information, source of information, context of data, and general trends in Contractor's performance shall be considered as it pertains to the performance of work described in this solicitation. Offerors may provide information on problems encountered on identified contracts and the offeror's corrective action. The Government shall consider this information as well as information obtained from any other sources when evaluating the offeror's past performance.
Since the Government may not necessarily interview all of the sources provided by the offerors, it is incumbent upon the offeror to explain the relevance of the data provided. Offerors are reminded that the Government may elect to consider data obtained from other sources. Offerors with no relevant past performance or whom information is not available, shall not be evaluated favorably or unfavorably on past performance.

5.3.5. The CEH shall be available during normal duty hours to respond by telephone within thirty (30) minutes of notification by the COR and shall be available to meet with COR or designated representative within 2 hours after notification to

discuss problems areas. After normal duty hours, the CEH or stand-in representative shall be available within 3 hours.

5.3.6. The Contractor will ensure that the Durham VAMC on site CEH has a contractor owned/provided desktop computer or laptop that has contractor provided cellular internet service, an established contractor email address to send and receive email correspondence with the COR. Additionally, the contractor computer/laptop must have a printer and scanner capability installed.

5.3.7. The contractor's employees shall be fluent in English and shall be able to read, write, speak, understand and communicate effectively in English.

5.3.8. Prior to beginning performance under this contract, the Contractor shall provide the following:

a) List of employees who will provide services under this contract
b) Name, telephone number and address of the CEH
c) List of shift supervisors
d) Execute a Business Associate's Agreement with Durham Veteran Affairs Medical Center.

5.3.9. The Contractor shall notify the COR in writing whenever there is a change of personnel appointed to fulfill supervisory or shift leader function or when there is a planned absence of key personnel. The CEH shall, in the absence of the Contractor, act as the Contractor Representative. He/she shall have full authority to act for the Contractor on all matters relating to daily operations of this contract.

5.3.10. The Contractor shall not consume food, snacks, drinks or tobacco products except during specified break periods in appropriate designated break areas only.

5.3.11. The Contractor is responsible for compliance with all appropriate Joint Commission record keeping requirements.

5.3.12. The Contractor shall also be responsible for adhering to all requirements under the Privacy Act due to the possibility that confidential medical record information may be accessible and/or visible to contractor employees during performance of their daily duties. The Contractor shall obtain a signed "Confidentiality Certificate" from each employee prior to allowing them to start work under this contract. The contractor shall keep a copy of confidentiality certificate on site for inspection purposes.

5.3.13. The Contractor is not required to have physical examination prior to work on this contract; however, the Contractor is expected to be in good physical health and able to work in patient care areas without risk to the patients. The Contractor shall not be assigned to this contract if not in good physical health or pose a risk to patients. The Contractor who acquires a communicable illness shall not perform service under the contract and shall be free of illness before returning to work.

5.4. Safety Training Requirements

5.4.1. All OSHA Safety Regulations including 29CFR 1910.28 (I) (10) and 1910.66 subpart D will be strictly adhered to. (Regulation may be located at http://www.osha.gov/). All chemicals used on VA property must be accompanied by a Material Safety Data Sheet and be approved by a COR or designee. All

materials and equipment will be removed from the facility or stored at the end of the work day.

5.4.2. The Contractor shall take such safety precautions as are necessary to protect the lives and health of occupants of the building during performance of contract requirements. The Contractor shall immediately correct any fire and safety deficiencies caused by his/her personnel.

5.5. Contractor's Attire and Identification

5.5.1. The Contractor shall wear a standard custodial type uniform which is easily recognizable and clearly distinguish them as the "Contractor." Uniforms shall present a neat, distinctive appearance; shall be clean and maintained in good repair; and shall be worn as designed by the manufacturer. Standard custodial type uniform is defined as collared work short (button-down or polo style) and pants or skirt of twill or similar material (no denim). The Contractor shall wear appropriate footwear that will cover the entire foot for safety purposes.

5.5.2. Identification Tags/Cards. The Contractor shall wear on the front of the uniform, clearly readable name identification (ID) logo identifying the contractor's and employee's name. The Government will issue ID cards to the Contractor after background checks have been completed. The Contractor shall obtain "Visitors' Badges" during the interim period via VA Police or Human Resource Department.

5.5.3. Contractor's Personal Hygiene: The Contractor's attire and presentation shall be appropriate per industry standard.

5.6. Contractor Training

5.6.1. Contractor personnel shall not be assigned to work until they have completed initial orientation and required training as indicated below under item 5.5.2. Exception: An exception will be made during the first sixty (60) days of contract performance, whereby Contractor's employees who have had general janitorial and OSHA training will be permitted to start work at the VA medical facilities, on the condition that the training specified herein shall be completed within sixty (60) days after contract effective date. The Contractor shall provide an initial training plan to the COR for approval. The initial plan shall include topics, brief statement of content and method of training. Documentation verifying the content of such training and orientation shall be transmitted to the COR.

5.6.2. Contractor-Furnished Training: At a minimum Contractor shall cover the following topics listed in 29 Code of Federal Regulation (Labor) 1910.l-1910.1450 which is to be conducted not less than two (2) full days from date of contract award. The Contractor shall provide evidence that its employees are trained for providing janitorial services for a healthcare facility in all aspects of cleaning and in the use of all chemicals utilized by the contractor. The Contractor shall ensure that a minimum of 20 hours of job-specific training is conducted period of performance. Training shall include the following:

a) General orientation of basic bacteriological concepts, including the basics of how disease is caused and transmitted, how it can be prevented, reduced or contained through proper environmental sanitation methods.

b) Infection control orientation, relating duty functions to the technical provision of this specification.
c) Proper use and handling of germicidal detergents, supplies and equipment.
d) Care and maintenance of Contractor furnished property.
e) Familiarization with local fire preventing and safety procedures.
f) Familiarization with applicable facility polices/regulations and their effect on sanitation Services.
g) Familiarization with the Contractors procedures manual.
h) Individual duties and responsibilities.
i) Procedures for replenishing cleaning supplies and obtaining equipment repair.
j) Role of Contractor's personnel in the facility and their impact on patient care
k) Techniques/methods for measuring quality of work performance
l) Basic orientation to the facility, function, mission, goals
m) Facility emergency fire and disaster program
n) Hazardous Communication Standard
o) Utility Operation
p) Standard Precautions
q) Emergency Preparedness
r) Body Mechanics/Lifting
s) Accident Reporting
t) Sexual Harassment
u) Ethics
v) TB-Precautions (PPD Hep B)

5.6.3. Compliance and Business Integrity (CBI) Awareness Training: The Contractor shall complete initial compliance awareness training within thirty (30) days of contract award effective date. The Contractor shall also meet the annual compliance awareness refresher training. The COR and contractor will coordinate all training with the local CBI office.

5.6.4. Remedial Training: When notified, the Contractor shall complete remedial training and education to address any detected compliance issues.

5.6.5. Proof of Training: The Contractor shall submit proof of training by providing a copy of the training to the COR or designated representative. The COR will retain proof of training in accordance with applicable Records Control Schedule. In house training proof provided by the contractor to the COR documenting its employees training compliance, must show clearly the employee and trainers printed name, signature and training date to constitute proof of training.

5.7. Contractor's Quality Control Plan

5.7.1. The Contractor shall establish and maintain a complete quality control program to ensure the requirements of the contract are met. One copy of the Contractor's basic Quality Control Program shall be provided to the COR 15 days after contract award effective date. An updated copy shall be provided the COR as changes occur. The quality control program shall include, but are not be limited to the following:

a) An inspection system covering the required services. The plan shall specify the areas to be inspected on either a scheduled or unscheduled basis and how often inspections shall be accomplished.
b) The plan shall provide methods for identifying and preventing deficiencies and how the Contractor shall prevent the level of performance from becoming unacceptable.
c) On-site records of all inspections conducted by the Contractor and necessary corrective action taken.
d) A system to record all inspections conducted by the Contractor and record corrective action. These documents shall be made available to the COR or designated representative during the term of the contract.

5.8. Fire Prevention and Emergency Procedures

5.8.1. The Contractor shall take such safety precautions as necessary to protect the lives and health of occupants of the buildings.

5.8.2. Any hazardous incidents created by the Contractor shall be corrected immediately.

5.8.3. The Contractor shall comply with applicable Federal, State, Local and facility safety and fire regulations and codes which are in effect at the beginning of the contract period. The Contractor shall keep abreast of and comply with changes in these regulations and codes applicable to the contract.

5.8.4. The Contractor shall follow applicable facility policies concerning fire and/or disaster events.

5.8.5. Posting Warning Signs: The Contractor shall display approved warning devices in all areas where operations may cause traffic obstruction or personnel hazard. The cleaning of lobbies and corridors, resulting in a temporary wet or slippery floor surface, shall be, appropriately posted with signs and shall be accomplished so that it will not be necessary for personnel or patients to cross the wet surface to gain access to other areas.

5.9. Building Security and Keys

5.9.1. The Contractor shall be responsible for safeguarding all Government property provided for the Contractor's use. At the close of each work period, Government facilities, equipment and materials shall be secured.

5.9.2. The Government shall provide the Contractor with keys to access the required rooms. Access to restricted areas shall be provided to the Contractor by prior arrangements with the COR. With the exception of keys issued to CEH, keys provided to other Contractor personnel shall not be removed from the premises. Keys shall not be duplicated or issued to any other individuals. All keys not issued for the performance of work being accomplished at the present time shall be secured or returned. The COR or designated representative will perform an inventory of keys assigned to the Contractor at the end of the contract period or as needed. Any keys lost by the Contractor will be replaced by the Government, and the Contractor shall be charged the replacement value of the lost key. The Contractor shall also be responsible for any expense incurred for re-keying of the

Facility caused by the lost key. The Contractor shall notify the COR of any lost or suspected lost key within 24 hours.

5.9.3. The Contractor shall not lend keys or open locked rooms or areas to permit entrance by persons other than the Contractor's assigned staff. The Contractor shall be responsible for securing areas upon completion of duties. There may be certain areas identified by the COR in which Contractor personnel must immediately notify the COR or Security Personnel if a door is found unlocked.

5.9.4. When leaving a work area, the Contractor shall turn off lights if the area is unoccupied unless otherwise directed by the COR. The Contractor shall secure and lock the window(s) before leaving the area and if there is difficulty securing the areas, the Contractor shall notify the COR or designated representative.

5.9.5. The Contractor shall comply with the security clearances or access controls imposed.

5.9.6. The Contractor shall turn in all lost articles found during the performance of duties to the COR or designated representative.

5.9.7. If the contractor does not have access to an area due to either not having a key or otherwise, the contractor shall immediately notify the COR and cc the Contracting Officer in writing, so that appropriate action can be taken.

5.10. Interference to Normal Function

The Contractor shall delay or interrupt their work at any time to avoid interference with patient care procedures and the normal function of the facility, including utility services, fire protection systems, and passage of facility patients, personnel, equipment, and carts.

5.11. Damage and Equipment Loss

5.11.1. The Contractor shall report damages or disfigurement of Government-owned furnishings, fixtures, equipment, and architectural or building structures to the COR immediately. The Contractor shall provide a written report of any damage or disfigurement to items to the COR or designated representative within 24 hours. The Government will not be responsible for Contractor's equipment or belongings that are lost, stolen or damaged.

5.11.2. The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation.

5.11.3. The Contractor shall use reasonable care or be liable for the cost of repairs and/or replacement of damages to Government-owned equipment, fixtures, furnishings, grounds and architectural or building structures.

5.12. Handling of Government Furniture and Equipment

5.12.1. In emergency situations, the Contractor's assistance may be required to help move patients out of harm's way.

5.12.2. The COR or designated representative will instruct the Contractor what Government items should not to be moved or otherwise handled. Any medical apparatus in use on or by a patient will not be moved or otherwise handled by the Contractor.

5.13. Conservation of Utilities

5.13.1. The Contractor shall instruct employees in utilities conservation practices. The Contractor shall be responsible for operating under condition which precludes the waste of utilities, which shall include:

a) The Contractor shall not adjust any mechanical equipment controls for heating, ventilation and air conditioning system unless otherwise directed by the COR or designated representative.
b) The Contractor shall turn-off all water faucets or values when not in usage.
c) The Contractor shall not use Government telephones for personal reasons.

5.14. Applicable Regulations and Manuals

5.14.1. All work under this contract must be performed in accordance with (1) current Joint Commission Manual (JC); (2) Occupational Safety and Health Agency (OSHA); (3) Environmental Protection Agency (EPA) and Hazardous Materials requirements; (4) Consolidated Local Environmental Standard Operating Procedures (5) Regulations cited in this Performance Work Statement (PWS), (6) the PWS and (7) other industry standards.

5.14.2. Documents applicable to work described in this section are mandatory and are listed below. The Government will provide the Contractor copies of all regulations, manuals and specifications such as those listed below. Supplements and amendments will be updated and will be considered to be full force and effective immediately upon receipt by the Contractor. The policies and procedures of mandatory directives shall be adhered to at all times. The Contractor shall insure that all mandatory publications are posted and up to date.

a) Security Clearances, Access Controls, Identification Badges
b) Facility policies concerning fire / disaster program.
c) Parking Requirements
d) Infection Control Manuals

5.15. Required Security Training

5.15.1. The Contractor will not require access to VA sensitive information, Patient Health Information, Patient Identifiable Information or VA information systems.

a) Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the Contractor Rules of Behavior, Appendix E relating to access to VA information and information systems;
b) The contractor shall provide to the COR a copy of the any privacy related training certificates required for site contractor compliance by the Privacy Officer and certification of signing the Contractor Rules of Behavior for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required.
c) Business Associate Agreement (BAA): The Contractor shall execute a BAA upon award of contract. A copy shall be forwarded to the Privacy Officer.

5.16. Information Security Requirements

5.16.1. The C&A requirements do not apply and that a Security Accreditation Package is not required. The vendor will not be in contact and will not have access to VA sensitive information. VA sensitive information procedures will be followed per VA Handbook 6500.6.

5.16.2. Contractors, contractor personnel, subcontractors, and subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and VA Directives and Handbooks as VA and VA personnel regarding information and information system security.

5.16.3. HIPAA and Protected Health Information Rules: The contractor shall comply with the Privacy, Security, Breach Notification, and Enforcement Rules outlined in 45 CFR Part 160 and Part 164, in their entirety.

5.16.4. VA Information Custodial Language: Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor/subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA. This clause expressly limits the contractor/subcontractor's rights to use data as described in Rights in Data- General, FAR 52.227-14(d) (1).

5.16.5. Security Incident Investigation: The term “security incident” means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The contractor/subcontractor shall immediately notify the COR and simultaneously, the designated ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor/subcontractor has access.

5.16.6. Contractor will execute a Business Associate’s Agreement (BAA), with the Durham Veteran Affairs Medical Center, prior to performing any janitorial services at the Durham VAMC. The Contractor has 14 business days to execute a BAA with the Durham VAMC from the date of the contract award.

SECTION C - CONTRACT CLAUSES

ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2025) (DEVIATION)

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

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

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

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

(End of Clause)

FAR Number	Title	Date
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT ALTERNATE I (NOV 2021)	JUN 2020
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS	NOV 2023
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT—MAINTENANCE (DEVIATION)	NOV 2025
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED	JAN 2025
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	OCT 2018
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (DEVIATION)	NOV 2025
52.219-14	LIMITATIONS ON SUBCONTRACTING (DEVIATION)	NOV 2025
52.219-28	POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (DEVIATION)	NOV 2025

52.222-3	CONVICT LABOR (DEVIATION)	NOV 2025
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (DEVIATION)	NOV 2025
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (DEVIATION) ALTERNATE I (JUL 2014)	NOV 2025
52.222-37	EMPLOYMENT REPORTS ON VETERANS (DEVIATION)	NOV 2025
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEVIATION)	NOV 2025
52.222-41	SERVICE CONTRACT LABOR STANDARDS (DEVIATION)	NOV 2025
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES	MAY 2014
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (DEVIATION)	NOV 2025
52.222-50	COMBATING TRAFFICKING IN PERSONS (DEVIATION)	NOV 2025
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (DEVIATION)	NOV 2025
52.222-55	MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (DEVIATION)	NOV 2025
52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (DEVIATION)	NOV 2025
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2024
52.223-23	SUSTAINABLE PRODUCTS (DEVIATION)	NOV 2025
52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	MAY 2024
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	MAR 2023
52.233-3	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.237-3	CONTINUITY OF SERVICES	JAN 1991
852.201-70	CONTRACTING OFFICER'S REPRESENTATIVE	DEC 2022
852.203-70	COMMERCIAL ADVERTISING	MAY 2018
852.204-70	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (DEVIATION)	MAR 2026
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2018

852.242-71 ADMINISTRATIVE CONTRACTING OFFICER OCT 2020

C.2 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 120 days of the end of the current period of performance.

(End of Clause)

C.3 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 120 days of the end of the current period of performance; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 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.4 52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (DEVIATION APR 2026)

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

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (*e.g.*, vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of Clause)

C.5 VAAR 852.204-70 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (MAY 2020) (DEVIATION)

a. The Contractor shall comply with current Department of Veterans Affairs policy for personal identity verification of all employees performing under this contract when physical access to VA facilities, and/or logical access to VA information and VA information systems is required.

b. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require physical access to VA facilities, and/or logical access to VA information and VA information systems.

(End of clause)

C.6 VAAR 852.204-72, PERSONNEL VETTING AND CREDENTIALING (MAR 2026) (DEVIATION)

(a) Definitions. As used in this clause –

VA Information system is the same as information system and means, pursuant to 38 U.S.C. 5727, a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information whether automated or manual.

VA sensitive information means all VA data, on any storage media or in any form or format, which requires protection due to the risk of harm that could result from inadvertent or deliberate disclosure, alteration, or destruction of the information and includes sensitive personal information. The term includes information where improper use or disclosure could adversely affect the ability of VA to accomplish its mission, proprietary information, records about individuals requiring protection under various confidentiality provisions such as the Privacy Act and the HIPAA Privacy Rule, and information that can be withheld under the Freedom of Information Act. Examples of VA sensitive information include the following: individually-identifiable medical, benefits, and personnel information; financial, budgetary, research, quality assurance, confidential commercial, critical infrastructure, investigatory, and law enforcement information; information that is confidential and privileged in litigation such as information protected by the deliberative process privilege, attorney work-product privilege, and the attorney-client privilege; and other information which, if released, could result in violation of law or harm or unfairness to any individual or group, or could adversely affect the national interest or the conduct of Federal programs.

(b) *General.* Contractor personnel assigned to work for or on behalf of VA must undergo a background investigation commensurate with the risk and sensitivity level designation associated with the work to be performed at the level indicated in the contract. The Contractor and subcontractors shall comply with VA Directive/Handbook 0710, Personnel Security and Suitability Program, which can be accessed at: https://vaww.va.gov/vapubs/index.cfm

(c) *Risk and Sensitivity Levels*. The following table identifies the risk and sensitivity levels that apply to any personnel providing services under this contract.

Positions/Tasks Designated as Non-Sensitive Positions - Tier 1/Low Risk
[Contracting Officer to enter position or task number, if all positions fulfilling a task are Tier 1/Low Risk]

[*VA Administrations, organizations and staff offices will use the OPM Position Designation Tool.]

Positions/Tasks Designated as Non-Sensitive Positions - Tier 2/Mod Risk
N/A
Positions/Tasks Designated as Non-Sensitive Positions - Tier 4/High Risk
N/A

Security clearances are granted to individuals with a specific requirement for access to classified material (for example, Confidential, Secret and Top Secret). Contractor personnel that are required to obtain a security clearance will be subject to a Tier 3 or Tier 5 investigation. The following sensitivity designations have been assigned for the identified Tier 3 and Tier 5 required by this contract:

Tier 3: *"Not Applicable"*

Tier 5: *"Not Applicable"*

(d) *Fitness*. The results from a background investigation are used to determine if an individual's fitness is sufficient for that individual to perform work for or on behalf of VA in the position identified in this contract. Contractor fitness determinations are made in accordance with 5 CFR Part 731.202.

Fitness requirements for employment are separate and distinct from job qualifications. If a Contractor or subcontractor employee is found to be unsuitable or unfit to provide services under this contract, the Contractor shall immediately remove the employee from working on this contract and take those necessary steps that restrict the employee's logical access to VA data, information, VA sensitive information, or information technology or VA information systems containing such data or information.

The Contractor shall advise the employee that they are not permitted to access any VA controlled building or real property in relation to this contract.

The removal of an unfit Contractor or subcontractor employee does not alleviate the Contractor from satisfying the requirements of this contract. The Government will not reimburse the Contractor for any costs associated with the recruitment/replacement of an employee or subcontractor employee who is found to be unfit.

(e) *Identification Cards*. The Government will provide a Personal Identification Verification (PIV) card or other identification card, as necessary, to fit Contractor personnel who require physical access to VA facilities and/or logical access to VA data, information, VA sensitive information, or information technology or VA information systems containing such data or information. Contractor and subcontractor personnel shall prominently display their PIV/identification card on their persons while working at a VA facility and shall present their PIV/identification card for inspection upon request by a VA official. The Contractor must surrender the employee or subcontractor employee's PIV/identification card in accordance with the requirements set forth in Directive/Handbook 0735 when any of the following events occur:

1. When no longer needed for contract performance.
2. Upon completion of the Contractor/subcontractor employee's employment.
3. Upon contract completion or termination.

(f) *Lost/stolen.* Immediately upon detection, the Contractor shall report a lost or stolen PIV/identification card to the Government authorities as identified in Directive/Handbook 0735. Within 48 hours of reporting the lost/stolen PIV/identification card, the Contractor shall submit to the Program Manager an incident report that describes the relevant facts and circumstances regarding the loss/theft. If the loss/theft was reported by the Contractor to the local police, the Contractor shall further submit a copy of the final police report to the Program Manager within 48 hours of the report being made available by the local police department. The Government will not reimburse the Contractor for any costs that result from lost/stolen PIV/identification card(s).

(g) *Regular Reporting.* The Contractor shall submit a status report to PIV Sponsor within 5 working days after the end of each calendar quarter and as requested by the Government in order to initiate contract closeout procedures. The report must provide the status of each contractor/subcontractor employee who is required to have a PIV/identification card during the performance of the contract. The report shall identify the Contractor and the contract number, and list the following status for each contractor/subcontractor employee who holds a PIV/identification card under this contract:

1. Contractor/subcontractor employee name.
2. Name of VA facility where Contractor/subcontractor employee works, if applicable.
3. Date background check submitted for Contractor/subcontractor employee.
4. Date PIV/identification card issued to Contractor/subcontractor employee.
5. Contractor/subcontractor employee's PIV/identification card number, as applicable.
6. Date Contractor/subcontractor employee no longer has need for PIV/identification card.
7. Date Contractor notified VA that PIV/identification card is no longer required.
8. Date Contractor returned PIV/identification card was returned to VA.

(h) *Flow down of clause.* The Contractor shall include the substance of this clause in subcontracts, third-party agreements, and BAA's, in which subcontractors, third-party servicers/employees, and business associates will perform functions where they will have physical access to a VA facility or logical access to VA data, information, VA sensitive information, or information technology or VA information system containing such data or information.

(End of clause)

C.7 VAAR 852.219-73 VA NOTICE OF TOTAL SET-ASIDE FOR CERTIFIED SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES (JAN 2023) (DEVIATION)

(a) *Definition*. for the Department of Veterans Affairs, ''*Service-disabled Veteran-owned small business concern or SDVOSB''*:

(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 certified for ownership and control pursuant to 38 U.S.C. 8127, 13 CFR 128, and is listed as certified in the SBA certification database at *https://veterans.certify.sba.gov/*; and

(v) The business agrees to comply with VAAR subpart 819.70 and Small Business Administration (SBA) regulations regarding small business size, government contracting, and the Veteran Small Business Certification Program at 13 CFR parts 121, 125, and 128.

(2) The term ‘‘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).

(3) The term ‘‘small business concern’’ has the meaning given that term under section 3 of the Small Business Act (15 U.S.C. 632).

(4) The term ‘‘small business concern owned and controlled by Veterans with service-connected disabilities’’ has the meaning given the term ‘‘*small business concern owned and controlled by service-disabled veterans*’’ under section 3(q)(2) of the Small Business Act (15 U.S.C. 632(q)(2)).

(5) The term *“SDVOSB participant”* or *certified SDVOSB* means a small business that has been certified in the SBA Veteran Small Business Certification Program and listed in the SBA certification database (see 13 CFR 128.102).

(b) *General*. In order for a concern to submit an offer and be eligible for the award of an SDVOSB set-aside or sole source contract, the concern must qualify as a small business concern under the size standard corresponding to the NAICS code assigned to the contract and be listed as an SDVOSB participant in the SBA certification database as set forth in 13 CFR 128.

(1) Offers received from entities that are not certified SDVOSBs and listed in the SBA certification database at the time of offer shall not be considered.

(2) Any award resulting from this solicitation shall be made to a certified SDVOSB listed in the SBA certification database who is eligible at the time of submission of offer(s) and at the time of award.

(3) The requirements in this clause apply to any contract, order or subcontract where the firm receives a benefit or preference from its designation as an SDVOSB, including set-asides, sole source awards, and evaluation preferences.

(c) *Representation*. Pursuant to 38 U.S.C. 8127(e), only certified SDVOSBs listed in the SBA certification database are considered eligible to receive award of a resulting contract. By submitting an offer, the prospective contractor represents that it is an eligible and certified SDVOSB as defined in this clause, 13 CFR 121, 125, and 128, and VAAR subpart 819.70.

(d) *Agreement/LOS certification.* When awarded a contract action, including orders under multipleaward contracts, an SDVOSB agrees that in the performance of the contract, the SDVOSB shall comply with requirements in VAAR subpart 819.70 and SBA regulations on small business size, and government contracting programs at 13 CFR part 121 and part 125, including the non-manufacturer rule and limitations on subcontracting (LOS) requirements in 13 CFR 121.406(b) and 13 CFR 125.6. For the purpose of limitations on subcontracting, only certified SDVOSBs listed in the SBA certification database (including independent contractors) shall be considered eligible and/or ''similarly situated'' (i.e., a firm that has the same small business program status as the prime contractor). An otherwise eligible firm further agrees to comply with the required LOS certification requirements in this solicitation (see 852.219–75 or 852.219–76 as applicable). These requirements are summarized as follows:

(1) *Services*. In the case of a contract for services (except construction), the SDVOSB prime contractor will not pay more than 50% of the amount paid by the government to the prime for contract performance to firms that are not certified SDVOSBs listed in the SBA certification database (excluding direct costs to the extent they are not the principal purpose of the acquisition and the SDVOSB/ VOSB does not provide the service, such as airline travel, cloud computing services, or mass media purchases). When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract.

(2) *Supplies/products*.

(i) In the case of a contract for supplies or products (other than from a non-manufacturer of such supplies), the SDVOSB prime contractor will not pay more than 50% of the amount paid by the government to the prime for contract performance, excluding the cost of materials, to firms that are not certified SDVOSBs listed in the SBA certification database. When a contract includes both supply and services, the 50 percent limitation shall apply only to the supply portion of the contract.

(ii) In the case of a contract for supplies from a non-manufacturer, the SDVOSB prime contractor will supply the product of a domestic small business manufacturer or processor, unless

a waiver as described in 13 CFR 121.406(b)(5) has been granted. Refer to 13 CFR 125.6(a)(2)(ii) for guidance pertaining to multiple item procurements.

(3) *General construction*. In the case of a contract for general construction, the SDVOSB prime contractor will not pay more than 85% of the amount paid by the government to the prime for contract performance, excluding the cost of materials, to firms that are not certified SDVOSBs listed in the SBA certification database.

(4) *Special trade construction contractors*. In the case of a contract for special trade contractors, no more than 75% of the amount paid by the government to the prime for contract performance, excluding the cost of materials, may be paid to firms that are not certified SDVOSBs listed in the SBA certification database.

(5) *Subcontracting*. An SDVOSB subcontractor must meet the NAICS size standard assigned by the prime contractor and be certified and listed in the SBA certification database to count as similarly situated. Any work that a first tier SDVOSB subcontractor further subcontracts will count towards the percent of subcontract amount that cannot be exceeded. For supply or construction contracts, the cost of materials is excluded and not considered to be subcontracted. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the portion of the contract with the preponderance of the expenditure upon which the assigned NAICS is based. For information and more specific requirements, refer to 13 CFR 125.6.

(e) *Required limitations on subcontracting compliance measurement period*. An SDVOSB shall comply with the limitations on subcontracting as follows:

[] By the end of the base term of the contract or order, and then by the end of each subsequent option period; or

[] By the end of the performance period for each order issued under the contract.

(f) *Joint ventures*. A joint venture may be considered eligible as an SDVOSB if the joint venture complies with the requirements in 13 CFR 128.402 and the managing joint venture partner makes the representations under paragraph (c) of this clause. A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the aggregate of the joint venture participants.

(g) *Precedence*. The VA Veterans First Contracting Program, as defined in VAAR 802.101, subpart 819.70, and this clause, takes precedence over any inconsistencies between the requirements of the SBA Veteran Small Business Certification Program and the VA Veterans First Contracting Program.

(h) *Misrepresentation*. Pursuant to 38 U.S.C. 8127(g), any business concern, including all its principals, that is determined by VA to have willfully and intentionally misrepresented a company's SDVOSB status is subject to debarment from contracting with the Department for a period of not less than five years (see VAAR 809.406–2 Causes for Debarment).

(End of Clause)

C.8 VAAR 852.219-75 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING—CERTIFICATE OF COMPLIANCE FOR SERVICES AND CONSTRUCTION (JAN 2023) (DEVIATION)

(a) Pursuant to 38 U.S.C. 8127(l)(2), the offeror certifies that—

(1) If awarded a contract (see FAR 2.101 definition), it will comply with the limitations on subcontracting requirement as provided in the solicitation and the resultant contract, as follows:

(i) [X] *Services*. In the case of a contract for services (except construction), the contractor will not pay more than 50% of the amount paid by the government to it to firms that are not certified SDVOSBs listed in the SBA certification database as set forth in 852.219–73 or certified VOSBs listed in the SBA certification database as set forth in 852.219–74. Any work that a similarly situated certified SDVOSB/VOSB subcontractor further subcontracts will count towards the 50% subcontract amount that cannot be exceeded. Other direct costs may be excluded to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service as set forth in 13 CFR 125.6.

(ii) [] *General construction*. In the case of a contract for general construction, the contractor will not pay more than 85% of the amount paid by the government to it to firms that are not certified SDVOSBs listed in the SBA certification database as set forth in 852.219–73 or certified VOSBs listed in the SBA certification database as set forth in 852.219–74. Any work that a similarly situated certified SDVOSB/VOSB subcontractor further subcontracts will count towards the 85% subcontract amount that cannot be exceeded. Cost of materials are excluded and not considered to be subcontracted.

(iii) [] *Special trade construction contractors*. In the case of a contract for special trade contractors, the contractor will not pay more than 75% of the amount paid by the government to it to firms that are not certified SDVOSBs listed in the SBA certification database as set forth in 852.219–73 or certified VOSBs listed in the SBA certification database as set forth in 852.219–74. Any work that a similarly situated certified SDVOSB/VOSB subcontractor further subcontracts will count towards the 75% subcontract amount that cannot be exceeded. Cost of materials are excluded and not considered to be subcontracted.

(2) The offeror acknowledges that this certification concerns a matter within the jurisdiction of an Agency of the United States. The offeror further acknowledges that this certification is subject to Title 18, United States Code, Section 1001, and, as such, a false, fictitious, or fraudulent certification may render the offeror subject to criminal, civil, or administrative penalties, including prosecution.

(3) If VA determines that an SDVOSB/ VOSB awarded a contract pursuant to 38 U.S.C. 8127 did not act in good faith, such SDVOSB/VOSB shall be subject to any or all of the following:

(i) Referral to the VA Suspension and Debarment Committee;

(ii) A fine under section 16(g)(1) of the Small Business Act (15 U.S.C. 645(g)(1)); and

(iii) Prosecution for violating 18 U.S.C. 1001.

(b) The offeror represents and understands that by submission of its offer and award of a contract it may be required to provide copies of documents or records to VA that VA may review to determine whether the offeror complied with the limitations on subcontracting requirement specified in the contract. Contracting officers may, at their discretion, require the contractor to demonstrate its compliance with the limitations on subcontracting at any time during performance and upon completion of a contract if the information regarding such compliance is not already available to the contracting officer. Evidence of compliance includes, but is not limited to, invoices, copies of subcontracts, or a list of the value of tasks performed.

(c) The offeror further agrees to cooperate fully and make available any documents or records as may be required to enable VA to determine compliance with the limitations on subcontracting requirement. The offeror understands that failure to provide documents as requested by VA may result in remedial action as the Government deems appropriate.

(d) Offeror completed certification/fill-in required. The formal certification must be completed, signed and returned with the offeror's bid, quotation, or proposal. The Government will not consider offers for award from offerors that do not provide the certification, and all such responses will be deemed ineligible for evaluation and award.

Certification

I hereby certify that if awarded the contract, [insert name of offeror] will comply with the limitations on subcontracting specified in this clause and in the resultant contract. I further certify that I am authorized to execute this certification on behalf of [insert name of offeror].

Printed Name of Signee: _____

Printed Title of Signee: _____

Signature: _____

Date: _____

Company Name and Address: _____

(End of Clause)
(End of Addendum to 52.212-4)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

- Attachment A Service Contract Labor Standards Wage Determination No.: 2015-4375 Revision No.: 33 dated 5/13/2026

- Attachment B Durham Janitorial Service Quality Surveillance Plan QASP

SECTION E - SOLICITATION PROVISIONS

ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES(OCT 2025) (DEVIATION)

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

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

E.1 INSTRUCTIONS TO QUOTERS

(a) Submission of quotes. Submit the Quote to Christian Rosado Ramirez at Christian.rosadoramirez@va.gov at or before the exact time specified in this solicitation. As a minimum, quotes shall include the—

(1) Completed, signed and dated Standard Form (SF) 1449 with the name, address, telephone number of the Quoter, and their Unique Entity Identifier (UEI);

(2) Include all information necessary to evaluate the factors contained in the Basis for Award as described in the solicitation as follows:

i. Technical Capability and Management Approach. Quoters shall submit a written technical proposal that demonstrates the ability to fully perform the requirements as outlined in the Performance Work Statement (PWS). The Technical Proposal must not contain any pricing information. Submit the Technical Proposal as a PDF file identified as the Technical Proposal. No price information shall be included in the technical proposal. The Technical Proposal cannot exceed 20 pages, excluding staff rosters, copies of certifications, licenses, or insurance, and must address, at a minimum, the following areas:

i. Quoters shall submit a quotation that fully demonstrates their understanding of the Performance Work Statement (PWS) requirements, their capability to successfully perform the required janitorial services as a primary business function and legible copies of all legally required federal, state, and local licenses and permits necessary to perform the required services in Durham, NC.

ii. Identify any portion of the requirement that will be subcontracted. Provide the name, business size, and UEI of any subcontractor. Indicate percentage of work subcontracted. In accordance with pass-through limitations, subcontracting more than 50% of total labor hours or costs will be deemed a pass through and may result in rejection.

iii. Submit a proposed staff roster including names for the Certified Executive Housekeeper (CEH) and shift supervisors. Quoters must demonstrate they possess qualified personnel and adequate training programs to meet Performance Work Statement (PWS) requirements. Quoters shall provide proof of an assigned Certified Executive Housekeeper (CEH), including certification documentation and evidence of at least one year of CEH Manager experience within the last three years.

iv. Submit a Quality Control Plan (QCP) that includes inspection methods and frequency; corrective action procedures; and documentation processes for addressing deficiencies and tracking resolutions.

v. Provide a contingency plan describing how uninterrupted services will be maintained in the event of equipment or vehicle failures, staffing shortages, or other operational disruptions.

vi. Quoters shall demonstrate an understanding and compliance with OSHA, Joint Commission, EPA, and other applicable regulations; and knowledge of infection control standards and procedures specific to patient care areas.

ii. Past Performance. Quoters shall submit a narrative describing their specific past performance providing janitorial services similar to the services required in this solicitation. Provide up to three (3) relevant contracts performed within the last five (5) years that demonstrate your company's ability to perform these services successfully. For each reference, include the following information: Contract number, Description of specific tasks performed, Geographic location of contract performance, Dates of contract performance, Indicate if the referenced contract was performed by the Quoter or a proposed subcontractor, State if the Quoter or subcontractor was the prime contractor or a subcontractor, and Name, phone number, and email address of a point of contact who can verify contract performance.

iii. Price. Pricing shall be submitted as requested in section B.2 Price Schedule of this solicitation document.

(3) VAAR 852.219-75 VA Notice of Limitations on Subcontracting—Certificate of Compliance for Services and Construction. VAAR clause 852.219-75 must be completed, signed, and returned with the quote. The clause may not be altered. The Government will not consider quotes for award that do not provide a properly completed VAAR clause 852.219-75, and all such responses will be deemed ineligible for evaluation and award.

(4) Responses to provisions that require Quoter completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)), Quoters are required to have an active Federal Government contracts registration in SAM when they submit a quote and at the time of award.

(5) Failure to comply with these instructions and provide all requested documents will result in quotes being rejected without further evaluation.

(b) Questions pertaining to this solicitation shall be emailed to Christian Rosado Ramirez at Christian.rosadoramirez@va.gov by Aug 18th, 2026 at 08:00am. Questions will be answered via an amendment to this. No telephone inquiries will be considered.

(c) Site Visit. Quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost and/or the contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award. The site visits will be conducted on a mutually agreeable date as requested.

(d) Contract award. The Government intends to evaluate quotes and award a contract in accordance with the Revolutionary FAR Overhaul Part 12 policies and procedures for the streamlined acquisition of commercial items and services. The Government may reject any or all quotes if such action is in the public interest, accept other than the lowest quote, and waive informalities and minor irregularities in quotes received.

(e) Explanation to Unsuccessful Quoters. In accordance with Revolutionary FAR Overhaul 12.301, award notices will comply with the posting requirements in FAR subpart 5.3.

E.2 BASIS FOR AWARD

(a) Basis for Award. Award will be made in accordance with the Revolutionary FAR Overhaul Part 12, Simplified Acquisition Procedures. The Government intends to issue an award to the responsible quoter whose quote is determined to be most advantageous to the Government, based on a best value determination considering technical capability, past performance, and price.

(b) Evaluation Factors

Factor 1 Technical Capability

Factor 2 Past Performance

Factor 3 Price

(c) Criteria for Award. The Government will evaluate each quote for completeness and compliance with all instructions of this solicitation. Quotes will be evaluated based on the factors outlined below.

(1) Technical and Management Capability. The quote will be evaluated based on how well the proposed services meet and/or exceed the requirements in the performance work statement. The Government reserves the right to select a quote that provides benefit to the Government that exceeds the minimum requirements of the solicitation but is not required to do so. The Government will evaluate the quoter's ability to meet the following requirements of the solicitation:

i. The Government will evaluation the Quoters demonstrated capability to perform janitorial services as a primary business function. The Government will assess whether janitorial services are clearly established as the quoter's principal line of business. The Government will evaluate any proposed subcontracting and determine whether the level of subcontracted work presents a pass-through risk. Quotes proposing subcontracting exceeding 50% of total labor effort will be considered non-compliant and may be rejected.

ii. The Government will evaluate the depth, clarity, and feasibility of the quoter's proposed technical and management approach. This includes how well the quote describes performance methods, workflow, supervision, and the ability to meet all tasks identified in the performance work statement.

iii. The Government will evaluate the adequacy of the proposed staffing qualifications, supervisory structure, and staffing roster, with specific attention to the qualification and experience of the Certified Executive Housekeeper (CEH) and shift supervisors. The CEH must meet certification requirements and demonstrate at least one year of recent experience managing janitorial operations in the past three years. Training programs must be sufficient to meet Performance Work Statement (PWS) requirements.

iv. The Government will assess whether the Quality Control Plan (QCP) provides a thorough and reliable method for monitoring performance, identifying deficiencies, implementing corrective actions, and maintaining proper documentation. The adequacy and practicality of inspection systems will be key evaluation elements.

v. The Government will evaluate the quoter's ability to sustain continuous operations during failures or disruptions, including equipment breakdowns, staffing shortages, or supply interruptions. Effective contingency measures will be rated more favorably.

vi. The Government will assess the quoter's understanding of and ability to comply with OSHA, EPA, Joint Commission requirements, and healthcare-specific infection control standards.

(2) Past Performance. The past performance evaluation will assess the relative risks associated with a quoter's likelihood of success in fulfilling the solicitation's requirements as indicated by the quoter's record of past performance. The past performance evaluation may be based on the contracting officer's knowledge of the quoter's past performance, the Contractor Performance Assessment Reporting System (CPARS) at http://www.cpars.gov/, or any other reasonable basis.

(3) Price. Price will be evaluated to determine fairness and reasonableness in accordance with Revolutionary FAR Overhaul Part 12.204. The total evaluated price will be the sum of all line items required under this solicitation. The Government will evaluate the price by adding the total of all line-item prices, including all options. The Total Evaluated Price will be that sum. Evaluation of the price for the option period under FAR 52.217-8 will be accomplished by adding six months of the quoter's price for the last potential period of performance under this contract. The evaluation of options does not obligate the Government to exercise the option(s).

(End of provision)

E.3 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):

https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52#FAR_52_252_2 (FAR) and http://www.va.gov/oal/library/vaar/index.asp (VAAR)

(End of Provision)

FAR Number	Title	Date
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2024
52.204-7	SYSTEM FOR AWARD MANAGEMENT—REGISTRATION (DEVIATION)	NOV 2025
52.217-5	EVALUATION OF OPTIONS	JUL 1990
852.233-70	PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION	OCT 2018
852.233-71	ALTERNATE PROTEST PROCEDURE	OCT 2018

E.4 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via *https://www.sam.gov* (see 52.204-7).

(End of Provision)

E.3 52.216-1 TYPE OF CONTRACT (NOV 2025) (DEVIATION)

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

(End of Provision)

E.4 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (NOV 2025) (DEVIATION)

(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, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

HUBZone small business concern means a small business concern that meets the requirements described in 13 CFR 126.200, is certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Small Business Search (SBS) (13 CFR 126.103).

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300.

Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (b) of this provision.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern, means a small business concern that-

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

(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 paragraph (1) of this definition.

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, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561720.

(2) The small business size standard is $22 Million.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (*i.e.*, nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(c) *Representations*.

(1) The offeror represents as part of its offer that—

(i) It [ ] is, [ ] is not a small business concern; or

(ii) It [ ] is, [ ] is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture*: _____.]

(2) [*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 disadvantaged business concern.

(3) *Women-owned small business (WOSB) joint venture eligible under the WOSB Program*. The offeror represents as part of its offer that it [ ] is, [ ] is not a joint venture that complies with

the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]

(4) *Economically disadvantaged women-owned small business (EDWOSB) joint venture*. The offeror represents as part of its offer that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]

(5) *SDVOSB joint venture eligible under the SDVOSB Program.* [*Complete only if the offeror is certified as a SDVOSB concern.*] The offeror represents as part of its offer that it [ ] is, [ ] is not a SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]

(6) *HUBZone joint venture eligible under the HUBZone Program. [Complete only if the offeror is a HUBZone small business concern*.] The offeror represents, as part of its offer, that it [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). *[The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern.

(d) *Notice*.

Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, will be—

(1) Punished by imposition of fine, imprisonment, or both;

(2) Subject to administrative remedies, including suspension and debarment; and

(3) Ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

E.5 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Hand-Carried Address:

Department of Veterans Affairs
Contracting Office
Network Contracting Office 6
100 Emancipation Drive
Hampton VA 23667
Mailing Address:

Department of Veterans Affairs
Contracting Office
Network Contracting Office 6
100 Emancipation Drive
Hampton VA 23667

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

(End of Provision)

E.6 52.237-1 SITE VISIT (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of Provision)

(End of Addendum to 52.212-1)