

Statement of Work (SOW) for the Laundry and Dry-Cleaning Service

1. PERIOD OF AGREEMENT

This Blanket Purchase Agreement (BPA) is effective from 1 October 2023 thru 30 September 2027 no to exceed a period of four (4) years. The BPA is for Laundry and Dry-Cleaning Services for the 51 Force Support Squadron Clubs, Osan AB, Korea when requested by a Contracting Officer, or Authorized BPA callers who have been appointed in writing.

2. DESCRIPTION OF WORK

A. The contractor shall furnish all management, labor, materials, supervision, tools, equipment and transportation to ensure that laundry and dry-cleaning services are provided for various articles produced by various 51 Force Support Squadron customer in Osan Air Base, Korea.

B. The contractor shall be responsible for pick-up and delivery of articles, as well as the return of unserviceable articles to the designated points-of-service. If any articles are lost or damaged during the Contractor's performance, repair or replacement shall be rendered at the expense of the Contractor.

C. The contractor assumes liability for any and all property entrusted to them during the cleaning process and shall be obligated to safeguard such property at all times until custody is transferred back to U.S. Government control.

D. The contractor shall protect the U.S. Government's interests at all times by planning for and making ready all manner and means to satisfactorily receive and process the estimated workload quantities of laundry and dry-cleaning articles as stipulated in Appendix 2, Pickup and Delivery schedule.

E. Any special cleaning requirements are as explained in detail in paragraph 2. G through Q of this BPA.

F. CONTRACTOR-FURNISHED PROPERTY AND SERVICES:

(1). CONTRACTOR-FURNISHED MATERIALS: Protective bags to be used whenever double bagging is deemed necessary IAW paragraph 2. Q. (3).

(2). CONTRACTOR SUPPLIED MATERIALS:
The Contractor shall furnish protective bags in the quantities sufficient for the Contractor to perform the contract successfully. The Contractor shall use protective gags while performing tasks required by this SOW.

G. MINIMUM REQUIREMENT:

(1). Contractor shall have the certificate of laundry handling of Korean Government.

(2). Facility Requirement:

- i. The contractor shall have a clean and sanitary laundry and dry-cleaning facility.
- ii. The contractor shall maintain separate sections for CONTAMINATED AREA and CLEANING AREA.

H. PICK UP AND DELIVERY:

(1). The contractor shall provide pick-up and delivery service as specified in Appendix B (pick-up and delivery schedule). The frequencies and times specified shall be considered the minimum acceptable standards for performance.

Statement of Work (SOW) for the Laundry and Dry-Cleaning Service

(2). During peak seasons, additional pick-ups and delivers may be required. Contractor will also be available when needed on short notice. Contractor must have access to the base 7 days a week, from 0700 to 2200.

(3). All items will be sorted when delivered.

I. UNSERVICEABLE ARTICLES: The Contractor shall return all unserviceable and non-repairable articles in a separate bundle to the government. All unserviceable articles shall not be laundered but shall be returned to the U.S. Government's representative at the respective pick-up and delivery points. Contractor shall return all items within ten (10) calendar days of pick-up.

J. COUNT OF ARTICLES:

(1). The Contractor shall be liable for the return of the number and kind of articles furnished for service under the contract:

(2). Contractor shall utilize "each" as the primary unit of measure for tracking and accounting for all items laundered or dry-cleaned under this contract.

(3). The Contractor and a facility representative shall account for all items at the time of pick-up. A copy of the pick-up count will be retained by the facility. Upon delivery of clean laundry, the contractor and facility representative shall verify that the count of clean laundry matches the amount of laundry picked up.

K. QUALITY CONTROL/ASSURANCE:

(1). Contractor is solely responsible for the quality of services provided. The contractor shall develop and maintain a quality program to ensure services are performed in accordance with all contract requirements. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. As a minimum the contractor shall develop quality control procedures addressing the areas identified in the Service Delivery Summary.

(2). Government personnel may coordinate with contractor to observe or inspect operations but will not interfere with performance.

L. LOSS OR DAMAGE:

(1). The Contractor shall replace any items lost or damaged due to negligence or poor work performance at no additional expense to the government. Government personnel will identify missing items at delivery; damaged items shall be brought to the attention of the Contractor within 48 hours of discovery.

(2). Validation of any claims for loss or damage shall be made by the KO based on factual (documentary evidence produced by the U.S. Government's representatives and/or the Contractor).

M. NON-REIMBURSABLE REPAIRS: Except for articles determined to be unserviceable, the Contractor shall repair all minor rips, tears, pulled or open seams and holes caused by Contractor during the contract cleaning process, using threads and materials of comparable quality, color, color fastness and texture as was used in original manufacture specifications of the article. The Contractor shall also replace all broken and missing buttons with suitable replacements of similar color, appearance and quality, if cause of such damage is attributable to the Contractor. All such repairs shall be made with no additional costs incurred by the government.

N. SPECIFIC CLEANING INSTRUCTIONS:

Statement of Work (SOW) for the Laundry and Dry-Cleaning Service

In accordance with (IAW) the Joint Commission on the Accreditation of Health Care Organizations, the Center for Infectious Diseases, and the Center for Disease Control, the following specifications are set forth for this contract:

- (1). Linen shall be washed in 71-degree Celsius (160 Fahrenheit) water temperature for a minimum of 25 minutes and the bleach cycle will be 140-160 degrees for a minimum of five minutes and no more than seven minutes.
- (2). Industrial strength detergent, chloride bleach, and oxygen bleach (for colors) will be used in the appropriate amounts in each wash load according to manufacturer's instructions.
- (3). The Contractor shall conduct and document a monthly titration test on each machine.
- (4). An accurate thermometer will be used to monitor water temperature. Water temperature will be checked daily to ensure it meets temperature specifications listed in paragraph LAUNDRY 1 above. Temperature checks will be documented and initialed by the monitor.
- (5). Laundry areas for both clean and dirty laundry will be cleaned prior to using for washing linen. Floors will be mopped using a mild detergent. Washing machines will be wiped out with a clean, damp cloth after each use to remove any residue from previous use.
- (6). Dirty Linen will be sorted in an area separate from all other areas in the laundry.
- (7). Personnel who handle dirty linen must wash hands before handling clean linen.
- (8). Heavily soiled articles such as janitors and food service workers uniforms as well as bloodied items will be washed separately from other articles.
- (9). Clean linen will be handled at a minimum. Clean linen will be handled with freshly clean hands.
- (10). The area for clean linen storage will be separate from other processing areas.
- (11). Personnel processing clean linen will wear clean clothing daily.
- (12). Hand washing facilities and equipment (dispenser-type soap and paper towels only, bar soap and cloth towels not acceptable) will be available for use by all laundry personnel.
- (13). Clean linen will be placed in an impervious, covered container prior to transport.
- (14). The interior of the vehicle used for transport will be wiped down prior to loading clean linen. An industrial strength bactericide shall be used in the appropriate amounts for cleaning the inside of the vehicle.
- (15). The Contractor shall follow the above mentioned guidelines for the hygienic and common sense storage and processing of clean and soiled linens. Compliance is essential to prevent and control specific infection problems.

O. SPECIAL INSTRUCTIONS:

Laundry Services. Laundry quality shall be equal to that furnished by first class commercial laundries and, as suggested by the International Fabricate Institute of Laundering, will include the following:

- (1). When items are returned there shall be no signs of graying.
- (2). All garments shall feel smooth, soft, and smell clean and fresh.
- (3). There shall be no yellow or brown stains, all grease marks, and dirt removed.

Statement of Work (SOW) for the Laundry and Dry-Cleaning Service

- (4). All flat items shall be pressed straight and evenly folded.
- (5). There shall be no excessive wrinkling or bunching.
- (6). Minor rips and tears or open seams shall be repaired, loose buttons shall be tightened, and missing, crushed, or broken snaps, clasps, hooks, etc., shall be replaced by the Contractor at no additional cost to the United States Government.
- (7). Each individual tablecloth shall be individually ironed and pressed.

P. CLEANLINESS AND FINISH:

(1). All articles delivered from cleaning shall conform to the current generally accepted industry standards of quality, cleanliness, finish, and appearance.

(2). All bundled articles shall be delivered wrapped in a sanitary plastic film. All articles on hangers shall be encased in a plastic film cover or bag to prevent soiling during transportation and temporary storage.

(3). Linen storage shelves used in the storage or transportation be kept clean, neat and sanitary at all times. The linen carts used for the transportation of cleaned and packaged linen shall protect the packaged linen from environmental contamination i.e. rain, snow, dust, or other such hazards.

(4). Items that have not been properly cleaned or finished to acceptable IAW the contract, shall, at the option of the U.S. Government, be re-cleaned by the Contractor at no additional cost to the U.S. Government. Such articles returned and reported by the customer as unsatisfactory shall be verified by QA personnel by utilizing guidelines set forth and located in Performance Requirement Summary (PRS) portion of this SOW. The Contractor shall be responsible to ensure the article(s) returned are identified and packaged separately for delivery after re-performance has been satisfactorily accomplished.

Q. CONTRACTOR'S PERSONNEL:

(1). CONTRACT MANAGER: The Contractor shall provide a contract manager who shall be responsible for the contract performance for Osan Air Base. The name of this person and any alternate(s) who act in the absence of this person shall be designated in writing and be reported to the Contracting Officer's Representative (COR).

(2). The contract manager or alternate(s) shall have full authority to act for the Contractor on all matters relating to daily operation of the contract.

(3). The contract manager or alternate(s) shall be available during normal duty hours and be able to meet with U.S. Government personnel designated by the contracting officer within 24 hours to discuss problem areas.

(4). The contract manager or alternate(s) must read, write, speak, and understand English or his/her interpreter(s) must meet this requirement.

(5). Contractor Employees: The Contractor shall not employ persons for work on this contract if such employee is identified to the Contractor as a potential threat to the health, safety, security, general well being, or operational mission of the Osan Air Base and its population.

(6). Contractor employees shall present a neat, clean appearance and be easily recognized as an employee of the designated Contractor. This may be accomplished by wearing distinctive clothing bearing the name of the contracted company or by wearing an appropriate badge with the name of both the company and employee identified on it.

(7). The Contractor shall not employ any person who is presently an employee of the U.S. Government and active military personnel.

Statement of Work (SOW) for the Laundry and Dry-Cleaning Service

3. PRICING

A. Calls placed for laundry services shall be billed per the price list rate as specified in Appendix A. No additional charges will be allowed.

B. The Contracting Officer is the only person authorized to approve price changes under this Agreement. Any change to the price list shall be submitted for the contracting officer's approval 15 days prior to the effective date of the price change.

4. PACKING AND MARKING

Packaging and packing shall conform to best commercial practice to insure safe delivery to destination.

5. INSPECTION AND ACCEPTANCE

A. The final inspection and acceptance will be performed by the receiving officer or his/her designee to the delivery point specified herein.

B. The contractor shall provide and maintain an inspection system acceptable to the NAFI covering the services under this BPA. Complete records of all inspection work performed by the contractor shall be maintained and made available to the NAFI during contract performance under this BPA.

C. The NAFI has the right to inspect and test all services called for by the BPA, to the extent practicable at all times and places during the term of the BPA. The NAFI shall perform inspections and tests in a manner that will not unduly delay the work.

D. If the NAFI performs inspections or tests on the premises of the concessionaire or a sub concessionaire, the contractor shall furnish, and shall require sub contractor to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

6. EXTENT OF OBLIGATION

The NAFI will only be obligated to the extent of authorized services within all limitations of this BPA, including, but not limited to call limits of authorized callers.

7. PLACING CALLS AND PURCHASE LIMITATIONS

A. AUTHORIZED CALLERS: **SEE Appendix D** for list of authorized callers and call limitations.

B. CALL PROCEDURES:

(1). Calls against this BPA number and call number, verify the price of items and provide delivery instructions.

(2). Contractor shall not honor calls placed by anyone other than the contracting officer or the individual authorized to place calls a listed under Appendix D, BPA callers.

8. DELIVERY TICKETS

All services provided under this Agreement shall be accompanied by a delivery ticket. A delivery ticket shall be prepared by the Contractor and submitted to the NAFI Point-of-Contact

Statement of Work (SOW) for the Laundry and Dry-Cleaning Service

(POC) with the followings:

- a. Name of Contractor
- b. Blanket Purchase Agreement Number
- c. Date of the call and call number
- d. Itemized list of services provided.
- e. Quantity, Unit Price and extended price (total price less applicable discounts).
- f. Date of service rendered.

9. PAYMENT AND INVOICE

A. Consideration and Payment:

(1) In consideration for the services and accepted hereunder, the NAFI shall make payment to the contractor for the service accepted the prices specified in the Call Register after receipt of invoice and receiving report. The Paying Office will make payment to the contractor via Electronic Funds Transfer (EFT). The contractor is required to submit bank information to the Paying Office. Paying office will make payment fifteen (15) days after receipt of invoices and receiving reports.

(2) Invoice shall be submitted by the contractor to the following address. E-mail submission of invoice will be acceptable.

HQ AFSVA/SVTEA (Accounts Payable)
2261 Hughes Ave, Suite #156
Lackland AFB, TX 78235-9852
Phone: (210) 395-7720, Fax: (210) 395-7689
E-mail: ap.invoices@afsv.net

10. KOREAN LABOR LAW.

Contractor shall honor employees' rights in full compliance with Korean Labor Law, including the rights of succession of employment. Failure to comply may be deemed breach or default of the contract and evidence of non-responsibility. Such violation of Korean Labor Law may be evidenced by a Republic of Korea Ministry of Labor determination, a court decision, or Labor Relations Commission adjudication. If a contractor is found to be in serious violation and fails to take adequate corrective action promptly, the Government may consider this ground for determining the contractor to be non-responsible for future Government contracts.

11. VEHICLE REGISTRATION/TRAFFIC REGULATIONS.

A. Contractor motor vehicles shall be operated and maintained IAW USFK Reg 190-1 and clearly marked with the firm name and business telephone number when such motor vehicles are operated on US Government installations. (Information copy of subject regulation is available upon request from the Requiring Activity).

B. Unless specifically stated elsewhere in the contract the contractor shall provide motor vehicles and other transportation equipment required in the performance of this contract.

C. The motor vehicles shall meet the requirements of this contract and will be subject to inspection and approval by the Requiring Activity or other individuals authorized by the Contracting Officer.

D. Vehicle decal - The contractor shall provide the Osan Air Base Officer's Club NAFI Manger with a list of those vehicles (by type and quantity) to be required in the performance of this contract on US

Statement of Work (SOW) for the Laundry and Dry-Cleaning Service

Government installations. Decals or temporary passes will be issued only for the geographic areas of the contract's performance. For example, a contractor performing in Pusan will not receive a decal for Osan Air Base.

E. The contractor requiring decals for use of personal vehicles on military installations shall provide the Contracting Officer with a written rationale substantiating the need for a vehicle in connection with satisfactory performance of the contract. The rationale shall exclude trips to Osan Air Base for negotiations or for processing payment documents, etc. Requests for decals for personal vehicles shall be processed through the Eighth US Army Protocol Office.

12. TAX EXEMPTION.

TAX EXEMPTION, VALUE ADDED TAX, REPUBLIC OF KOREA

This clause implements Article XVI of the Status of Forces Agreement between the Republic of Korea and the United States of America, which exempts contractors from paying the Republic of Korea Value-Added Taxes. When the contractor submits an offer, it shall certify to the Contracting Officer that all the costs in the offer will be exclusive of any Value-Added Tax; and further, that the proposed contract price includes no Value-Added Tax. The contractor shall also indicate the amount and type of Value-Added Taxes excluded from the contract price. If supplies and/or services which the contractor purchases for this contract include Value-Added Taxes, it can obtain a full refund for the amount of the Value-Added Tax by submitting to the ROK District Tax Office tax invoices which the contractor receives when it purchases materials and/or services for this contract. The contractor must submit a copy of the USFK contract with its first tax invoice submission. Subsequent tax invoice submissions must be accompanied by a letter which references the USFK contract submitted with the first tax invoice submission.

13. APPENDIX

APPENDIX A: PRICE LIST

APPENDIX B: PICK-UP AND DELIVERY SCHEDULE

APPENDIX C: PERFORMANCE REQUIREMENTS SUMMARY (PRS)

APPENDIX D: BPA CALLERS

APPENDIX E: Nonappropriated Fund Standard Clauses

Statement of Work (SOW) for the Laundry and Dry-Cleaning Service

APPENDIX A: PRICE LIST

No.	Item	Size	Quantity	Unit	Price (Korean Won)	Remark
1	Napkin	20X20 inches	1	EA	W	
2	Table Cloth (S)	52X52 inches	1	EA	W	
3	Table Cloth (M)	89X52 inches	1	EA	W	
4	Table Cloth (L)	52X120 inches	1	EA	W	
5	Table Cloth Round	120 inches diameter	1	EA	W	
6	Table Skirt	260x30 inches	1	EA	W	
7	Uniform Shirt		1	EA	W	
8	Uniform Pants		1	EA	W	
9	Apron		1	EA	W	
10	Chair Cover		1	EA	W	

Statement of Work (SOW) for the Laundry and Dry-Cleaning Service

APPENDIX B

Pick-up and Delivery Schedule

BLDG # ORGANIZATION TEL #. PICK-UP & DELIVERY TIME/DAYS PER WEEK

Osan Club Bldg. 917, Officers' Club Bldg. 910 and Osan Café Bldg. 1313.

Pick-Up & Delivery Time and Days: 10:00 – 19:00, Mondays, Wednesdays and Fridays.

Statement of Work (SOW) for the Laundry and Dry-Cleaning Service

APPENDIX C

PERFORMANCE REQUIREMENT SUMMARY (PRS)

Performance Objective	SOW Paragraph	Maximum Allowable Degree of Deviation from Requirement	Methods of Surveillance	Amount to be deducted
Laundry and Dry- cleaning Service	SOW Paragraph	3% of lot size. Lot size is the sum of the number of items to be serviced per month	Random Sampling	See Note*

Note* Number of defects above Maximum Allowable Degree of Deviation
Monthly serviced items X SLIN Unit Price

Statement of Work (SOW) for the Laundry and Dry-Cleaning Service

APPENDIX D

October 1, 2023

Authorized Blanket Purchase Agreement (BPA) callers with a \$5,000 limitation per call/per day for the services.

Osan Club Complex

1. Mr. Kim, Chang Yong
2. Mr. You, Yong Ho
3. Ms. Pak, Kyong Hwa

Statement of Work (SOW) for the Laundry and Dry-Cleaning Service

APPENDIX E

NONAPPROPRIATED FUND STANDARD CLAUSES

I. DEFINITIONS

As used throughout this contract, the following terms and abbreviations have the meanings set forth below:

- a. **Contract.** An agreement that creates a legal obligation. The elements of a contract are a mutual agreement; between competent parties; for a legal purpose; involving the exchange of legal consideration; and that creates a mutuality of obligation to perform between the parties. The term contract, as used herein, includes without limitation, formal bilateral contracts, purchase orders, consignment sales agreements, amendments and modifications thereto, as well as other agreements entered into by an authorized Contracting Officer acting within his or her authority.
- b. **Contracting Officer.** An individual delegated the authority to legally bind the NAFI by entering into, modifying, administering, and terminating contracts.
- c. **Contractor.** Any legal entity that is awarded a contract. The Contractor is the party responsible for and agrees to furnish supplies and/or services at specified prices/rates and/or to pay the NAFI mutually agreed to commissions and/or fees in conjunction with providing services to NAFI customers under this contract. Contractor may include, but is not limited to the following terms "vendor," "seller," "supplier," "manufacturer," "distributor," "concessionaire" and/or "licensee."
- d. **Contracting Officer's Representative (COR).** An individual authorized in writing by a Contracting Officer to monitor Contractor performance and/or help administer a contract, but does not have authority to legally bind the NAFI into any contractual or legal obligations. Definition applies to Contracting Officer's Technical Representative (COTR) and Alternate COR (ACOR).
- e. **Day.** A day means, unless otherwise provided, a 24 hour period of time denoted as midnight to midnight of a calendar day, unless the last day of a specified number of days within which the contractor must file a claim or notice with the Contracting Officer falls on Saturday, Sunday or a federal holiday, in which case the last day shall be the next business day denoted as Monday through Friday.
- f. **Nonappropriated Fund Instrumentality (NAFI).** A DoD organizational and fiscal entity supported in whole or in part by Nonappropriated Funds. A NAFI, as an instrumentality of the U.S. Government, enjoys the same immunities and privileges as the U.S. Government in the absence of specific Federal statute. It is not incorporated under the law of any State, but has the legal status of an instrumentality of the United States. References to United States, the Government, and other related references will generally be implied to mean the NAFI throughout this contract.

Statement of Work (SOW) for the Laundry and Dry-Cleaning Service

2. LEGAL STATUS

The Nonappropriated Fund Instrumentality (NAFI), which is party to this contract, is an integral part of the Department of Defense and is an instrumentality of the United States Government. No appropriated funds of the United States shall become due or be paid the Contractor by reason of this contract.

3. CLAIMS, PROTESTS & APPEALS

- a. This contract is not subject to the Contract Disputes Act of 1978 (41 U.S.C. 7101-7109), and therefore, not subject to the jurisdiction of the Government Accountability Office (GAO). All disputes arising under or relating to this contract shall be resolved under this clause IAW DoDI 4105.67 and AFMAN 64-302.
- b. Protests and/or protest appeals shall be filed with the Contracting Officer that issued the contract, or other designated authority, in strict accordance with the procedures and timelines in AFMAN 64-302.
- c. "Claims," as used in this clause, means the inability of a Contractor and the Contracting Officer to reach a mutual agreement related to contractual issues in controversy resulting in the filing of a written demand or assertion seeking payment of money, adjustment or interpretation of contract, or other relief, and issuance of a Contracting Officer's final decision. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under this clause. The submission may be converted to a claim under this clause, by complying with the submission requirements of this clause. If it is disputed either as to liability or amount or is not acted upon in a reasonable time.
 - (1) A claim by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the NAFI against the Contractor shall be subject to a written decision by the Contracting Officer.
 - (2) For Contractor claims exceeding \$100,000, the Contractor shall submit with the claim a certification that contains the following statement: "Subject to the False Claims Act, 31 USC 3729, I certify the claim is made in good faith; that the supporting data is accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the NAFI is liable; and that I am duly authorized to certify on behalf of the Contractor."
 - (3) For contract claims of less than \$100,000, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- d. The Contracting Officer's decision shall be final unless the contractor appeals as provided in paragraph (d) of this clause.
- e. The Contracting Officer's final decision on claims may be appealed by submitting a written appeal to Armed Services Board of Contract Appeals with a copy to the Contracting Officer,

Statement of Work (SOW) for the Laundry and Dry-Cleaning Service

within 90 days of receipt of the Contracting Officer's final decision. Decisions of the Armed Services Board of Contract Appeals are final and are not subject to further appeal.

- f. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

4. REPRESENTATIONS

- a. This written contract, including identified attachments, enclosures and documents incorporated by reference, is the entire agreement between the parties. The NAFI will not be bound by any oral or written representation not included or incorporated in the written contract or a written modification thereto. The NAFI will not be bound by any terms on Contractor forms or letters unless such terms are specifically agreed to and incorporated in the contract and signed by the Contracting Officer. Except as otherwise specifically provided in this contract, all additions, changes or deletions to this contract must be prepared in writing as a modification and signed either unilaterally by the Contracting Officer or bilaterally by both parties in accordance with applicable regulations.
- b. The Contractor shall not represent itself to be an agent or representative of the NAFI or any other agency or instrumentality of the United States.

5. ADVERTISEMENTS

The Contractor shall not represent in any manner, expressly or by implication, that items or services purchased or sold under this contract are approved or endorsed by any element of the U.S. Government, including the NAFI. All Contractor advertisements that refer to the NAFI or a NAFI activity will contain a statement that the advertisement was neither paid for nor sponsored, in whole or in part, by the U.S. Government or the NAFI.

6. EXAMINATION OF RECORDS

- a. The Contractor agrees that the Contracting Officer or a duly authorized representative(s) shall have the right to examine and audit the books and records of the Contractor directly pertaining to the contract during the period of the contract and until expiration of three (3) years after the final payment under the contract.
- b. The Contractor shall include this clause in all subcontracts.

7. HOLD AND SAVE HARMLESS

The Contractor agrees to indemnify and hold harmless the NAFI and any other agency or instrumentality of the United States, and their officers, agents, and employees, from any loss, expense, damage, injury, claim, suit or judgment (including administrative actions taken against the NAFI by other federal, state or local agencies) arising from the Contractor's (employees, agents or subcontractors) acts or omissions or the items/services provided pursuant to the contract (including any patent, copyright, or trademark infringement claimed by a third party in connection with the items/services provided by the contractor). Nothing contained herein, however, shall relieve or be

Statement of Work (SOW) for the Laundry and Dry-Cleaning Service

construed as relieving the NAFI or any other agency or instrumentality of the United States from any liability resulting from its negligence.

8. INSURANCE

- a. The Contractor shall, at its own expense, provide and maintain during the entire performance period of this contract at least the insurance coverage as stated in this contract. In no event shall the coverage be less than the minimum requirements established by applicable state and local regulations and laws for the risk associated with the services to be provided by the contract. The Contractor shall be fully responsible to the NAFI for errors and omissions of its associates and subcontractors under this contract.
- b. The Contractor shall furnish to the Contracting Officer a current certificate of insurance prior to the commencement of performance under the contract. The "INSURED" block of the Certificate of Insurance must list both the Contractor's name (or Contractor's d.b.a. name) / and the contract number. The Certificates of Insurance shall evidence that all lines of insurance coverage required by the contract are in effect, and that not less than thirty (30) days prior written notice shall be provided to the Contracting Officer in the event of modification, cancellation, or non-renewal of any portion of the insurance coverage(s). All certificates of insurance must list the NAFI as the certificate holder, name the NAFI and the United States as additional insureds, and carry an endorsement waiving the Contractor's rights to subrogation against the NAFI and the United States.

9. PROCUREMENT INTEGRITY

By submission of an offer or performance of this contract, the offeror or Contractor certifies with respect to this NAFI contract action:

- a. That no discussion, offer, or promise of future employment or business opportunity has nor will be made to NAFI civilian or military personnel who personally and substantially participated in the contract action.
 - (1) That no offer, promise, or gift of any gratuity, entertainment, money, or other thing of value has nor will be made to any NAFI civilian or military personnel or any other employee of the NAFI or member of their family or household.
 - (2) That no information proprietary to other offerors or other contracting information (offeror list, prices offered, technical evaluations, rankings, etc.) is sought or obtained until it is available to the public under NAFI procedures.
 - (3) That no person or selling agency has been employed or retained to secure this contract for a commission, percentage, brokerage, or contingent fee except bona fide employees or bona fide established commercial selling agencies retained by the Contractor for the purpose of securing business.
- b. The Contractor certifies that no gratuities (entertainment, gifts, money, kickbacks, or other things of value) were nor will be solicited or accepted by the Contractor or Contractor representative, nor from any Subcontractor or Subcontractor representative, for the purpose of

Statement of Work (SOW) for the Laundry and Dry-Cleaning Service

obtaining or rewarding favorable treatment in connection with this contract or any subcontract under it.

- c. The Contractor will report in writing to the Contracting Officer any possible violation of this clause when there are reasonable grounds to believe a violation may have occurred. The Contractor will cooperate fully with any federal agency investigation of a possible violation of this clause.
- d. For breach of any of these certifications, the NAFI may terminate this contract for default, and/or deduct from amounts due under this or other contracts or charge the Contractor for the total value of any contingent fee, gratuity, kickback or other loss to the NAFI arising out of the breach.

10. ASSIGNMENT OF CLAIMS

The Contractor cannot assign any right or delegate any obligations under this contract without the prior written permission of the Contracting Officer.

11. TERMINATION FOR CONVENIENCE

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the NAFI. If this contract is for supplies and is so terminated, the Contractor shall be compensated in accordance with FAR, Sub Parts 49.1 and 49.2 in effect on this contract's date. To the extent that this contract is for services and is so terminated, the NAFI shall be liable only for payment in accordance with the payment clauses of this contract for services rendered prior to the effective date of termination, providing there are no Contractor claims covering nonrecurring costs for capital investment. If there are any such Contractor claims, they shall be settled in accordance with FAR, Sub Parts 49.1 and 49.2.

12. CANCELLATION BY MUTUAL AGREEMENT

Should the situation warrant, the parties upon mutual agreement and no costs, may cancel this contract without further recourse to the other and mutual release of any further obligations.

13. TERMINATION FOR CAUSE

- a. The NAFI may, subject to paragraphs c. and d. below, by written notice of cause to the Contractor, terminate this contract in whole or in part if the Contractor fails to-
 - (1) Deliver the supplies or perform the service within the time specified within this contract or any extension;
 - (2) Make progress, so as to endanger performance of this contract (however, see paragraph b. below); or
 - (3) Perform any of the other clauses of this contract (however see paragraph b. below).
- b. The NAFI's right to terminate this contract under paragraph a.2., and a.3. above, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in

Statement of Work (SOW) for the Laundry and Dry-Cleaning Service

writing by the Contracting Officer) after receipt of notice from the Contracting Officer specifying the failure.

- c. If the NAFI terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will remain liable to the NAFI for any excess costs for those supplies or services. However the Contractor must continue the work not terminated.
- d. Defaults by subcontractors at any tier for any reason do not constitute causes beyond the control and without the fault or negligence of the Contractor. The Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include:
 - (1) Acts of God or of the public enemy
 - (2) Act of the NAFI in either its sovereign or contractual capacity
 - (3) Fires
 - (4) Floods
 - (5) Epidemics
 - (6) Quarantine restrictions
 - (7) Strikes
 - (8) Freight embargoes
 - (9) Unusually severe weather
- e. If this contract is terminated for cause, the NAFI may require the Contractor to transfer title and deliver to the NAFI as directed by the Contracting Officer, any
 - (1) completed supplies, and
 - (2) partially completed supplies and materials, parts, tool dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as manufacturing materials in the clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the NAFI has an interest.
- f. The NAFI shall pay the contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Claims Clause. The NAFI may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the NAFI against loss because of outstanding liens or claims of former lien holders.
- g. If, after termination, it is determined that the cause by the Contractor was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience of the NAFI.
- h. The rights and remedies of the NAFI in this clause are in addition to any other rights and remedies provided by law or under this contract.

Statement of Work (SOW) for the Laundry and Dry-Cleaning Service

- i. This contract is automatically terminated for the convenience of the NAFI in the event the NAFI is dissolved.

14. CHANGES

- a. The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
 - (1) If the requirement is for supplies and/or services: Drawings, designs, or specifications; method of shipment or packing; description of services to be performed; time of performance (i.e., hours of the day, days of the week, etc.); place of delivery or place of performance of services.
 - (2) If the requirement is for concession services (including public private ventures): Specifications (including drawings and designs); method or manner of performance of work; NAFI-furnished facilities, equipment, materials, services, or site; and/or directing acceleration in the performance of work.
 - (3) If the requirement is for transportation services: Specifications; work or services; place of origin; place of delivery; tonnage to be shipped; and/or amount of NAFI-furnished property.
- b. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer will make an equitable adjustment in the contract price, the delivery schedule, or both, and modify the contract.
- c. The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.
- d. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.
- e. If the requirement is for architect-engineer or other professional services, no services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Contracting Officer.
- f. If the requirement is for concession services (including public private ventures), the Contractor shall notify the Contracting Officer in writing within seven (7) days of the occurrence of any event that the Contractor considers a change to the contract that has not been authorized in writing signed by the Contracting Officer. The Contractor will be deemed to have waived any right to an adjustment if timely notice is not provided to the Contracting Officer as required herein. For purposes of this clause, "event" shall include, but not be limited to, an order or direction by a NAFI or other NAFI official, a contested contract interpretation, interference with or interruption of the contract work, or any other event that increases the cost or time to perform the contract as compared to the cost or time that would be required if the Contractor performed the contract in accordance with its terms.

Statement of Work (SOW) for the Laundry and Dry-Cleaning Service

- g. Failure to agree to any adjustment shall be a “claim” under the “Claims” clause of this Contract; however, nothing in this clause shall excuse the Contractor from proceeding with the Contract as changed.

15. SOCIAL RESPONSIBILITY AND LABOR STANDARDS NONRESALE

By performance of this contract, the Contractor and any subcontractors shall comply with the Social Responsibility requirements addressed herein:

- a. Combating Trafficking in Persons (CTIP). Applicable to all contracts, regardless of location performed.
 - (1) Definitions. The meanings of the terms coercion, commercial sex act, debt bondage, forced labor, involuntary servitude, severe forms of trafficking in persons, and sex trafficking are as is defined in the Trafficking Victims Protection Act of 2000, Public Law 106-386, October 28, 2000 < <http://www.state.gov/documents/organization/10492.pdf> >.
 - (2) Policy. DoD NAFIs have adopted the U.S. Government’s zero tolerance policy regarding trafficking in persons. During the contract period of performance, Contractor and Contractor employees shall not: (a) Engage in severe forms of trafficking; (b) Procure commercial sex; or (c) Use forced labor
 - (3) Contractor Requirements. Contractor shall: (a) Notify its employees of: Zero tolerance policy described in this clause; and actions that will be taken against employees for violations of this policy. (Such actions may include, but are not limited to, removal from the Contract, reduction in benefits, or termination of employment); and (b) Take appropriate action against employees or subcontractors that violate policy in paragraph a.(2) of this clause, up to and including termination.
 - (4) Notification. Contractor shall inform the Contracting Officer immediately of: (a) Any information it receives from any source (including host country law enforcement) alleging a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and (b) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.
 - (5) Remedies. In addition to other remedies available to the NAFI, Contractor's failure to comply with the requirements of this clause may result in (a) Requiring the Contractor to remove a Contractor employee or employees from performance under the contract; (b) Requiring the Contractor to terminate a subcontract; (c) Suspension of contract or fee payments; (d) Termination of the contract for default or cause, in accordance with the termination clause of this contract; and/or (e) Suspension or debarment.
 - (6) Mitigating Factors. The Contracting Officer may consider whether Contractor had a Trafficking in Persons awareness program at the time of any violation as a mitigating factor when determining remedies.

Statement of Work (SOW) for the Laundry and Dry-Cleaning Service

- (7) Additional information about Trafficking in Persons and examples of awareness programs can be found on the U.S. Department of State, Office to Monitor and Combat Trafficking in Persons (OMCTP) website < <http://www.state.gov/j/tip/index.htm> >.

b. Labor; Work Hours, Compensation and Benefits; Discipline; Freedom of Association; Discrimination; and Workspaces. Applicable to all contracts, regardless of location performed. Contractor Requirements:

- (1) Labor. Contractor shall not employ any person under the age of 14 years, unless local and national laws stipulates a higher age for work or mandatory schooling, in which case the higher age will apply. Contractor shall not use force or other compulsory labor in performance of this contract, nor require employees to lodge "deposits" or identity papers upon commencing employment with the Contractor or subcontractor.
- (2) Working Hours, Compensation and Benefits. Contractor shall comply with applicable local and national laws on maximum daily/weekly working hours. Contractor shall ensure that wages paid for a standard workweek are consistent with local and national laws.
- (3) Safe and Healthy Workplace. Contractors shall provide employees with a safe and healthy workplace in compliance with all local and national laws.
- (4) Discipline. Contractor shall not engage in or support the use of corporal punishment, mental or physical coercion, verbal abuse, or withholding passports or travel documents.
- (5) Freedom of Association & Right to Collective Bargaining. Contractor shall respect the right of all employees to form and join trade unions of their choice, consistent with prevailing local and national laws and to bargain collectively without any activity that impedes or suppresses freedom of association. Contractors shall ensure that representatives of such employees are not subject to discrimination and that such representatives have access to their members in the workplace.
- (6) Discrimination. Contractors shall comply consistently with local and national laws with regard to discrimination in hiring, compensation, access to training, promotion, termination, or retirement based on race, caste, national origin, religion, disability, gender, sexual orientation, maternity status, union membership, or political affiliation.

c. U.S. Labor Statutes.

- (1) Applicable to all contracts, performed within the United States. Where a statute specifies where within the U.S. it applies, the definition in the statute supersedes definitions in this clause.
- (2) Definitions
 - (a) "United States" in general means the 50 States, the District of Columbia, Outlying Areas, and Outer Continental Shelf lands as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331, et seq.), but does not include any other place subject to U.S. jurisdiction or any U.S. base or possession in a foreign country (29 CFR 4.112).

Statement of Work (SOW) for the Laundry and Dry-Cleaning Service

(b) “Outlying Areas” means: (1) Commonwealths of Puerto Rico and the Northern Mariana Islands; (2) Territories: American Samoa, Guam, and U.S. Virgin Islands; and (3) Minor outlying islands (Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll and Wake Atoll).

d. The Contractor shall:

- (1) Comply with all applicable statutes to include, but not limited to the Fair Labor standards Act (FLSA), Service Contract Labor Standards Statute and Construction Wage Rate Requirements.
- (2) Provide subcontractor names and performance addressees within 24 hours, if requested by the Contracting Officer.
- (3) Have an effective program for monitoring compliance with applicable statutes and as applicable ensure U.S. Department of Labor (DoL) Wage and Hour Division posters in workers’ language are posted at U.S. work sites.
- (4) Ensure compliance with all applicable hours, wages, labor relations (including collective bargaining), workmen’s compensation, working conditions and other matters pertaining to labor standards of the country, or political matters pertaining to labor standards of the country, or political subdivision thereof, where contract is performed.

e. To ensure full compliance with requirements of this clause, the NAFI (or third party designated by the NAFI) has the right to conduct announced or unannounced inspections of any site utilized by the Contractor to perform this Contract.

f. Prohibition on Illicit Substance. The Contractor, its employee(s) or representative(s) working under this contract agree(s) not to possess, or use any illicit substance(s) while performing on the site(s) of this contract whether on military installation(s) or Federal property(s). Any noncompliant or finding of violation of this paragraph, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

g. Subcontracts. Contractor shall include this clause in all subcontracts.

16. INSPECTION AND ACCEPTANCE

Inspection and acceptance will be at destination, unless otherwise provided in this contract. Notwithstanding the requirements for any NAFI inspection and test contained in specifications applicable to this contract, except where specialized inspections or tests are specified for performance solely by the NAFI, the Contractor, shall perform or have performed the inspections and tests required to substantiate that the supplies provided under the contract conform to the drawings, specifications, and contract requirements listed herein, including if applicable the technical requirements for the manufacturer’s part numbers specified herein. The Contractor shall only tender for acceptance only those items that conform to the requirements of this contract. The NAFI reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The NAFI may require repair or replacement of nonconforming supplies or performance of nonconforming services at no increase in contract price. Acceptance of the

Statement of Work (SOW) for the Laundry and Dry-Cleaning Service

supplies or services or a written notice of rejections must be accomplished on or before the first working day following delivery of the supplies or services, unless otherwise specified in this contract.

17. COMMERCIAL TERMS AND CONDITIONS

- a. Commercial terms and conditions are not inherently enforceable under NAF contract(s). The Contractor shall not unilaterally obligate or bind the NAFI to pay any future services, subscriptions, fees, penalties, interest, legal costs or require the NAFI indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability. Contractor shall not unilaterally revoke, terminate or suspend any rights granted to the NAFI. The Contractor agrees any updates, changes or addendums to the contract shall be bilaterally agreed upon by the Contractor and the Contracting Officer, via written modification.
- b. The Contractor agrees supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the NAFI by any other clause of this contract. Contractor shall provide printed terms and conditions of such warranty and comply with the Magnuson-Moss Warranty Act (15 U.S. Code § 2302). Warranty shall commence upon acceptance of the items and is in addition to other warranties of additional scope given by the Contractor.

18. TAXES

- a. Except as may be otherwise provided in this contract, the contract price includes all taxes, duties, or other public charges in effect and applicable to this contract on the contract date, except any tax, duty or other public charge which by law, regulation or NAFI agreement is not applicable to expenditures made by the NAFI or on its behalf, or any tax, duty, or other public charge from which the Contractor, or any subcontractor hereunder, is exempt by law, regulation or otherwise. If any such tax, duty, or other public charge has been included in the contract price, through error or otherwise, the contract price shall be correspondingly reduced.
- b. If for any reason, after the contract date of execution, the Contractor or subcontractor is relieved in whole or in part from the payment or the burden of any tax, duty or other public charge included in the contract price, the contract price shall be correspondingly reduced; or if the Contractor or a subcontractor is required to pay in whole or in part any tax, duty, or other public charge which was not included in the contract price and which was not applicable at the contract date of execution, the contract price shall be correspondingly increased.
- c. No adjustment of less than \$250 shall be made in the contract price pursuant to this clause unless otherwise waived at the unilateral discretion of the Contracting Officer.
- d. NAFIs located in foreign countries will not pay foreign taxes nor collect for any foreign country or political subdivision any tax unless the United States has consented to levy collection by treaty, convention, or executive agreement.

Statement of Work (SOW) for the Laundry and Dry-Cleaning Service

19. INVOICES

- a. An invoice is a written request for payment under the contract for supplies delivered or for services rendered. In order to be proper, an invoice should include (and in order to support the payment of interest penalties, must include) the following:
 - (1) Invoice date;
 - (2) Name of Contractor;
 - (3) Contract number (including order number, if any), contract line item number, contract description of supplies or services, quantity, contract unit of measure and unit price, and extended total;
 - (4) Shipment number and date of shipment (Bill of Lading number and weight of shipment will be shown for shipments on NAFI Bills of Lading);
 - (5) Name and address to which payment is to be sent (which must be the same as that in the contract or on a proper notice of assignment);
 - (6) Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice; and
 - (7) Any other information or documentation required by other clauses of the contract (such as evidence of shipment). Invoices shall be prepared and submitted in duplicate (one copy shall be marked "Original") unless otherwise specified.
- b. For purposes of determining if interest begins to accrue under the Prompt Payment Act (Public Law 97-177):
 - (1) A proper invoice will be deemed to have been received when it is received by the office designated in the contract for receipt of invoices and acceptance of the supplies delivered or services rendered has occurred.
 - (2) Payment shall be considered made on the date on which a check for such payment is dated.
 - (3) Payment terms (e.g., "Net 20") offered by the contractor will not be deemed required payment dates.
 - (4) The following periods of time will not be included:
 - (a) After receipt of improper invoice and prior to notice of any defect or impropriety, but not to exceed three days for meat and meat food products, five days for perishable agricultural commodities, and 15 days in all other cases, and
 - (b) Between the date of a notice of any defect or impropriety and the date a proper invoice is received. When the notice is in writing, it shall be considered made on the date shown on the notice.

Statement of Work (SOW) for the Laundry and Dry-Cleaning Service

20. LAW GOVERNING CONTRACTS

This contract shall be construed and interpreted in accordance with the Federal laws of the United States of America. NAF procurement is governed by Department of Defense Instruction (DODI) 4105.67, NAF Procurement Policy and Procedure, available at <http://www.dtic.mil/whs/directives/> (or any successor website).

21. SUSTAINABILITY

Go Green. The NAFI encourages contractors/vendors to embrace, establish and promote environmentally sustainable “Green Initiatives.” We look to the Contractor to accomplish this by:

- a. Where possible utilize environmentally friendly products
- b. Where possible promote energy-efficiency and water conservation
- c. Where possible eliminate/reduce the production or generation of hazardous waste and the need for special material processing (including special handling, storage, treatment and disposal)

22. PROOF OF SHIPMENT

Applicable to shipments outside the United States through the Surface Deployment and Distribution Command and Parcel Post shipments to overseas destinations.

- a. Notwithstanding any clause of this contract to the contrary, payment will be made for items not yet received, upon receipt of an invoice accompanied by an appropriate proof of shipment. If shipment is made by insured parcel post, the Contractor must furnish a copy of the Insured Mail Receipt issued by the US Postal Service. Otherwise, a stamped copy of a Certificate of Mailing issued by the US Postal Service must be furnished. If shipment is made by a common carrier (rail, air or motor freight), the Contractor must furnish a signed copy of the shipping document on which items are receipted for by the common carrier. A signed receipt by a NAFI representative at the delivery point, Consolidation Containerization Point or Port of Embarkation is also acceptable evidence of proof of shipment.
- b. Forwarding a proof of shipment and an invoice for payment by the Contractor shall be construed as a certification by the Contractor that the items shipped conform to the specifications.
- c. Notwithstanding any provisions of this clause or any payment made pursuant to the terms of this clause prior to receipt of the items contracted for, the NAFI retains the right to inspect upon receipt and the right to reject nonconforming items. The liability of the Contractor with respect to items for which payments have been made will, after inspection by the NAFI or after the expiration of a reasonable time following delivery to the NAFI within which inspection may be made, whichever occurs first, be limited to exceptions taken at the time of inspection, and latent defects, fraud, or such gross mistakes as amount to fraud.

23. VARIATION IN QUANTITY

No variation in quantity of any item called for by this contract will be accepted unless authorized

Statement of Work (SOW) for the Laundry and Dry-Cleaning Service

by the Contracting Officer.

24. PARTIAL DELIVERIES

Partial deliveries are not permitted unless authorized by the terms of the contract or approved by the Contracting Officer.

25. PAYMENTS

Partial payments will be made when deliveries are authorized or as approved by the Contracting Officer. Payments and penalties for late payments are subject to the requirements established by the Prompt Payment Act, as amended, and as implemented for NAFIs. If the NAFI makes payment but such payment fails to include a prompt payment penalty due to the Contractor within 10 days from when the contract payment is made, penalty amounts will not be paid unless the Contractor makes a written request within forty days after the date of payment.

26. DISCOUNTS FOR PROMPT PAYMENT

- a. Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded contracts may include prompt payment discounts on individual invoices.
- b. In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal NAFI offices are closed and NAFI business is not expected to be conducted, payment may be made on the following business day.

27. NOTIFICATION OF DEBARMENT/SUSPENSION STATUS

The Contractor shall provide immediate notice to the Contracting Officer in the event of being suspended, debarred or declared ineligible by any other Federal Department or agency, or upon receipt of a notice of proposed debarment from another DoD Agency, during the performance of this contract.

28. NON WAIVER OF DEFAULTS

Any failure by the NAFI at any time to enforce or require strict performance of any terms or conditions shall not constitute waiver thereof, and shall not affect or impair such terms or conditions in any way or the NAFI's right at any time to avail itself of such remedies as it may have for any breach or breaches of such terms or conditions.

Statement of Work (SOW) for the Laundry and Dry-Cleaning Service

29. TRAVEL CLAUSE

Contractors and/or their duly appointed representative will make their own travel arrangements, purchase their own tickets, and submit requests for reimbursement to the issuing office found in Block 12 of the award. Travel costs will be paid by the contracting NAFI, up to the maximum amount authorized in the federal travel regulations. The Contractor shall submit original receipts of airline tickets, lodging, car rental and other expenses exceeding \$75.00. Contractor personnel must acquire airline travel by the most economical methods, to include obtaining coach fares, buy advance purchase tickets (when possible), and plan minimal travel time necessary to accomplish the task. The Contractor is liable for costs associated with unused or changed airline tickets, where non-use is not caused by the NAFI. Documents are required to support payment of travel costs. The Contracting Officer and or their duly appointed representative will approve, in advance, any changes in the itinerary. Contractors must obtain approval before submitting other than lowest airfare travel reimbursement requests from the invoicing office. Local travel for which mileage is claimed; to include travel to and from the airport when air travel is involved must be indicated on the itinerary on form 1351-2 or other approved form.

30. INCREASING THE MINIMUM WAGE FOR FEDERAL CONTRACTORS

- a. This Contract is subject to Executive Order 14026, the regulations issued by the Secretary of Labor in 29 CFR part 23 pursuant to the Executive Order, and specifically to all the provisions set forth in Appendix A to 29 CFR part 23. The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, the applicable minimum wage per the Executive Order. Accordingly, Appendix A is hereby incorporated by reference and has the same force and effect as if set forth in full in this contract. The full text of the final rule, to include the regulations and clause “Increasing the Minimum Wage for Federal Contractors” at 29 CFR part 23, is available at: <https://www.ecfr.gov/current/title-29/part-23/appendix-Appendix%20A%20to%20Part%2023>.
- b. The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers. The Contractor shall include this clause, including this paragraph, in all subcontracts, regardless of dollar value, that are subject to Service Contract Labor Standards statute (formerly known as the Service Contract Act) or the Wage Rate Requirements (Construction) statute (formerly known as the Davis Bacon Act), and are to be performed in whole or in part in the United States.

31. ESTABLISHING PAID SICK LEAVE FOR FEDERAL CONTRACTORS

- a. This contract is subject to Executive Order (EO) 13706 and to the regulations issued by the Secretary of Labor pursuant thereto at 29 CFR part 13 (Establishing Paid Sick Leave for Federal Contractors). 29 CFR part 13, Appendix A, is hereby incorporated by reference, having the same force and effect as if set forth in full in this contract. Refer to <https://www.gpo.gov/fdsys/pkg/FR-2016-09-30/pdf/2016-22964.pdf>
- b. The Contractor shall establish a sick leave policy in full compliance with the applicable provisions of EO 13706 and 29 CFR part 13.
- c. This clause applies to all subcontracts where EO 13706 and 29 CFR part 13 apply to the prime contract. Accordingly, the Contractor is responsible for subcontractor compliance with EO

Statement of Work (SOW) for the Laundry and Dry-Cleaning Service

13706, 29 CFR part 13, and the requirements of this clause. The Contractor shall include this clause, including this paragraph, in all subcontracts where applicable.

d. The Contractor may be subject to penalties for noncompliance as described in 29 CFR §13.44.

32. REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

a. Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to-

(a) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to-

(a) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

b. Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

c. Representation. The Offeror represents that-

Statement of Work (SOW) for the Laundry and Dry-Cleaning Service

- (1) It will, will not provide covered telecommunications equipment or services to the NAFI in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (d)(1) of this section if the Offeror responds “will” in paragraph (c) (1) of this section; and
- (2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (d) (2) of this section if the Offeror responds “does” in paragraph (c) (2) of this section.

d. Disclosures.

- (1) Disclosure for the representation in paragraph (c) (1) of this provision. If the Offeror has responded “will” in the representation in paragraph (c) (1) of this provision, the Offeror shall provide the following information as part of the offer:
 - (a) For covered equipment-
 - (i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);
 - (ii) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
 - (iii) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (a) (1) of this provision.
 - (b) For covered services-
 - (i) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
 - (ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (a) (1) of this provision.
- (2) Disclosure for the representation in paragraph (c) (2) of this provision. If the Offeror has responded “does” in the representation in paragraph (c) (2) of this provision, the Offeror shall provide the following information as part of the offer:

Statement of Work (SOW) for the Laundry and Dry-Cleaning Service

(a) For covered equipment-

- (i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);
- (ii) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (iii) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (a) (2) of this provision.

(b) For covered services-

- (i) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
- (ii) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (a) (2) of this provision.

33. COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES- REPRESENTATION

a. *Definitions.* As used in this provision-

Covered telecommunications equipment or services means-

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of NAFI facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be

Statement of Work (SOW) for the Laundry and Dry-Cleaning Service

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

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

b. *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

c. *Representation.*

- (1) The Offeror represents that it does, does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.
- (2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it does, does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

34. CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS

a. *Definition.* Forced or indentured child labor means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

b. Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product	Listed Countries of Origin

c. *Certification.* The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

Statement of Work (SOW) for the Laundry and Dry-Cleaning Service

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

35. PROHIBITION ON PROCUREMENT OF CERTAIN ITEMS CONTAINING PERFLUOROOCTANE SULFONATE OR PERFLUOROOCTANOIC ACID (PFOS OR PFOA)

- a. *Prohibition* - Section 333 of the William M. (Mac) Thornberry National Defense Authorization Act for Fiscal Year 2021 (Pub. L. 116-283) prohibits DoD from procuring any covered items containing PFOS or PFOA effective April 1, 2023 and defines “covered items.”
- b. For the purpose of this deviation covered items means-
 - (1) Nonstick cookware or cooking utensils for use in galleys or dining facilities.
 - (2) Upholstered furniture, carpets, and rugs that have been treated with stain-resistant coatings.
- c. *Representation* - The Offeror represents that it will not provide covered items as part of its offered products to the NAFI in the performance of any contract, subcontract or other contractual instrument.

Statement of Work (SOW) for the Laundry and Dry-Cleaning Service

LIST OF CLAUSES INCORPORATED BY REFERENCE

The provisions of the following clauses are hereby incorporated into this order or contract by reference with the same force and effect as though herein set forth in full. Clauses made inapplicable by the reference or by the kind of order, contract (e.g., orders or contract for services instead of supplies) or dollar amount are self-deleting. The complete text of any clause incorporated in this order or contract by reference may be obtained from the Contracting Officer.

CLAUSE NO. CLAUSE TITLE

NFC 203-7001	Prohibition on Persons Convicted of Fraud or Other Defense - Contract Felonies (DEC 2008)
NFC 204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021)
NFC 204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)
NFC-204-27	Prohibition on a ByteDance Covered Application (JUN 2023)
NFC 204-7000	Disclosure of Information (OCT 2016)
NFC 222-19	Child Labor-Cooperation with Authorities and Remedies (JAN 2022)
NFC 222-20	Contracts for Materials, Supplies, Articles and Equipment (JUN 2020)
NFC 222-21	Prohibition of Segregated Facilities (APR 2015)
NFC 222-26	Equal Opportunity (SEPT 2016)
NFC 222-35	Equal Opportunity for Veterans (JUN 2020)
NFC 222-41	Service Contract Labor Standards (AUG 2018)
NFC 223-3	Hazardous Material Identification & Material Safety Data (FEB 2021)
NFC 225-11	Buy American - Construction Materials under Trade Agreements (OCT 2022)
NFC 225-7002	Qualifying Country Sources as Subcontractors (DEC 2017)
NFC 225-7036	Buy American - Free Trade Agreements - Balance of Payments Program – Basic (JUN 2022).
NFC 227-7013	Rights in Technical Data - Non-commercial Items (FEB 2014)
NFC 227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (FEB 2014)
NFC 227-7015	Technical Data - Commercial Items (FEB 2014)
NFC 228-3	Workers' Compensation Insurance (Defense Base Act) (JUL 2014)
NFC 242-15	Stop Work Order (AUG 1989)
NFC 243-1	Changes - Fixed-Price (AUG 1987)
NFC 246-16	Responsibility for Supplies (APR 1984)

BI.001 DEFINITIONS (NOV 2004)

(a) "Head of the agency" (also called "agency head"), including any deputy or assistant chief official of the agency; and the term "authorized representative" means any person, persons, or