

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; proposals are being requested and a written solicitation will not be issued.

This solicitation is issued as a Request for Quotation (RFQ).

This is a requirements contract for the services specified, and effective for the period stated, in the Schedule. The quantities of services specified in the Schedule are estimates only and are not purchased by this contract. Performance shall be made only as authorized by Task Orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause.

The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circulars (FAC) 2023-02 effective March 16, 2023.

This procurement is set aside for Total Small Business. The NAICS code is 561720 Janitorial Services and the Small Business Size Standard is \$22 million.

Schedule of Items/Price: See Attachment 3 Schedule of Items Quote Sheet

Description of Requirement: See attached list of documents on the last page of this solicitation.

Place of Performance: The work shall be performed at the locations listed in the Performance Work Statement

52.212-1 Instructions to Offerors – Commercial Items (MAR 2023)

Addenda to provision 52.212-1:

Addenda to paragraph 52.212-1(b) Submission of Offers:

- 1) Offerors must have an active entity registration in the System for Award Management in order to submit an offer. <https://www.sam.gov/SAM/>
- 2) Offerors shall ensure that FAR Provision 52.212-3, Offeror Representations and Certifications--Commercial Products and Commercial Services is complete and up-to-date in SAM.gov.
- 3) Offerors shall ensure that FAR Provisions 52.204-24, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment and/or 52.204-26 Covered Telecommunications Equipment or Services--Representation are complete and up-to-date in SAM.gov.

- 4) Offers submitted in response to this solicitation shall include a technical proposal and a price proposal.
- a) **FACTOR I – TECHNICAL CAPABILITY.** Provide a proposal demonstrating your firm's capability for performing the services required within the PWS; address the following criteria:
- i) **Services Plan.** In general terms, describe the method, or combination of methods you plan to utilize to accomplish all work listed in the PWS. In addition, be sure to address hiring and providing services and supplies in remote Alaska that is not on the traditional road system. Generic statements such as we will use our hiring team, will not be acceptable. The remoteness of this location causes hiring and retaining to be challenging.
 - b) **FACTOR II – PAST PERFORMANCE.** The Past Performance evaluation will be accomplished by reviewing aspects of an Offeror's recent and relevant Past Performance, focusing on and targeting performance which is relevant to the effort as it directly relates to the work being procured under this solicitation and as defined in Addendum to FAR 52.212-2 Evaluation – Commercial Items.
 - i) Past Performance information described herein is required on the offeror and all subcontractors, teaming partners, and/or joint venture partners proposed to perform 15% of the proposed effort based on the total proposed price.
 - ii) **Relevant Past Performance.** The offeror shall include documentation regarding their relevant past performance as it directly relates to the work being procured under this solicitation. The offeror SHALL NOT go back any farther than 3 years for the submitted data. The past performance data shall document a successful history of past contract performance.
 - (1) Submit a short narrative providing details of the experience the firm has (either as a prime or sub-contractor) performing work similar in nature, scope, and geographical conditions. Offerors may include project photos or other information related to experience and capability – including contact information for each project. Proposals should describe your firm's/crew's experience with:
 - (a) Working for extended periods of time in cool, damp climates similar to environments found in Southeast Alaska, Northwestern Canada and Northwest Washington State.
 - (b) Working in remote locations.
- iii) In conducting the Past Performance evaluation, the Government reserves the right to use both the information provided in the offeror's Past Performance

submission and information obtained from other sources, such as the Past Performance Information Retrieval System (PPIRS) or similar systems, The Contractor Performance Assessment Reporting System (CPARS) at <https://www.cpars.gov>, and commercial sources. Offerors are reminded that both independent data and data provided by offerors in their offers may be used by the Government to evaluate offeror past performance. However, the burden of providing thorough, complete, and current past performance information as requested in this paragraph remains with the offerors. Offers that do not contain the information requested by this paragraph risk receiving an unacceptable performance rating by the Government. The overall past performance evaluation is a subjective decision based on the whole of all data received. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance. Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable."

- iv) Submission Requirements. The offeror shall provide documentation outlining the offeror's past performance with contracts, as a prime or major subcontractor, which is the same or similar in nature, size, and complexity to the services being procured under this Solicitation. The submittal shall include rationale supporting your assertion of relevance and how it was determined that the work performed previously was the same or similar in nature, size, and complexity to the work specified by this solicitation.
- c) FACTOR III – PRICE. Offerors shall complete and submit Attachment 3 – Schedule of Items Quote Sheet.
- 5) Acknowledge any amendments issued on SAM.gov for this solicitation by completing and signing the posted SF-30.
- 6) The Government reserves the right to require the submission of Other Than Certified Cost or Pricing Data as is deemed necessary to arrive at a fair and reasonable price.
- 7) Offers shall be submitted electronically via email to Stacy.Doutt@usda.gov and Raymond.Padgett@usda.gov no later than June 8, 2023 at 12:00 PM (AK). Offerors shall ensure offers are delivered into this inbox by the due date and time.

Emails should contain 3 separate attachments: Technical Proposal and Past Performance (in Microsoft Word or PDF format) and Price Proposal (in Microsoft Excel format). Be aware that large attachments may increase the time required to deliver an email. It is the offerors responsibility to confirm receipt of the offer.

- 8) Questions concerning this solicitation shall be submitted electronically via email to Stacy.Doutt@usda.gov and Raymond.Padgett@usda.gov no later than May 31, 2023 at 12:00 PM (AKST).

Addendum to Paragraph (f) Late Submissions:

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

(End of Provision)

52.212-2 Evaluation – Commercial Products and Commercial Services (NOV 2021)

- 1) The Government will award a Firm-Fixed Price contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:
- a) FACTOR I – Technical Capability
 - i) Sub-Factor 1 – Services Plan
 - b) FACTOR II – Past Performance
 - c) FACTOR III – Price
- 2) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- 3) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

ADDENDUM to FAR Provision 52.212-2:

- 4) BASIS FOR CONTRACT AWARD

- a) This is a best value source selection conducted in accordance with Federal Acquisition Regulation (FAR) Part 12, Acquisition of Commercial Items. Award will be made to a single offeror who is deemed responsible in accordance with the FAR, whose offer conforms to the solicitation requirements, and whose offer, judged by an overall assessment of the evaluation criteria and other considerations specified in this solicitation, is the most advantageous to the Government.
 - b) The government reserves the right to conduct a price realism analysis at any point during the evaluation process. The Government will evaluate prices for reasonableness using adequate competition and price analysis techniques.
 - c) The Government intends to award a single contract as a result of this solicitation.
- 5) EVALUATION CRITERIA. Evaluation criteria consist of factors and sub-factors. The offers will be evaluated under three evaluation factors and three sub-factors.
- a) FACTOR I – TECHNICAL CAPABILITY. The Government will evaluate the degree to which your proposal demonstrates capability to perform services required by the PWS; including the following criteria:
 - i) Sub-Factor 1 – Services Plan. To be determined acceptable the offeror shall provide a Services Plan to perform the tasks outlined in the attached PWS.

In general terms, describe the method, or combination of methods you plan to utilize to accomplish all work listed in the PWS. In addition, be sure to address hiring and providing services and supplies in remote Alaska that is not on the traditional road system. Generic statements such as we will use our hiring team, will not be acceptable. The remoteness of this location causes hiring and retaining to be challenging.

- (1) Each technical capability sub-factor will receive one of the adjectival ratings defined below. To receive an acceptable rating for this factor, all sub-factors must be rated acceptable.

Table A-1. Technically Acceptable/Unacceptable Ratings	
Rating	Description
Acceptable	Offer clearly meets the minimum requirements of the solicitation.
Unacceptable	Offer does not clearly meet the minimum requirements of the solicitation.

b) **FACTOR II – PAST PERFORMANCE.** The Past Performance evaluation will assess the relative risks associated with an offeror's likelihood of success in performing the solicitation's requirements as indicated by that offeror's record of past performance. Performance risk is assessed at the factor level after evaluating aspects of the offeror's recent past performance and focusing on performance that is relevant to the services being procured under this solicitation. Past performance areas of evaluation include quality of service, timeliness of performance, business practices, customer satisfaction, and personnel.

i) **Recency Assessment.** An assessment of the past performance information will be made to determine if it is recent. To be recent, the effort must be ongoing or must have been performed during the past 3 years from the date of issuance of this solicitation. Past performance information that fails this condition will not be evaluated.

ii) **Relevancy Assessment.** To be relevant, the effort must be of similar nature in work, size, magnitude, complexity, and scope. The Government will conduct an in-depth evaluation of all recent performance information obtained to determine if it is the same or similar in nature, size, and complexity to the services/products being procured under this solicitation.

(1) Submit a short narrative providing details of the experience the firm has (either as a prime or sub-contractor) performing work similar in nature, scope, and geographical conditions. Offerors may include project photos or other information related to experience and capability – including contact information for each project. Proposals should describe your firm's/crew's experience with:

(a) Working for extended periods of time in cool, damp climates similar to environments found in Southeast Alaska, Northwestern Canada and Northwest Washington State.

(b) Working in remote locations.

iii) In conducting the Past Performance evaluation, the Government reserves the right to use both the information provided in the offeror's Past Performance submission and information obtained from other sources, such as the Past Performance Information Retrieval System (PPIRS) or similar systems, The Contractor Performance Assessment Reporting System (CPARS) at <https://www.cpars.gov>, and commercial sources. Offerors are reminded that both independent data and data provided by offerors in their offers may be used by the Government to evaluate offeror past performance. However, the burden of providing thorough, complete, and current past performance information as requested in this paragraph remains with the offerors. Offers that do not contain the information requested by this paragraph risk receiving an unacceptable performance rating by the Government. The overall past

performance evaluation is a subjective decision based on the whole of all data received. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance. Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable."

- iv) Submission Requirements. The offeror shall provide documentation outlining the offeror's past performance with contracts, as a prime or major subcontractor, which is the same or similar in nature, size, and complexity to the services being procured under this Solicitation. The submittal shall include rationale supporting your assertion of relevance and how it was determined that the work performed previously was the same or similar in nature, size, and complexity to the work specified by this solicitation.

- (1) Assigning Ratings. The Past Performance Factor will be assigned one of the ratings defined below. An award will not be made to any offeror who receives an "Unacceptable" past performance rating.

Table A-2. Relevant Past Performance Evaluation Ratings	
Rating	Description
Acceptable	Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown.
Unacceptable	Based on the offeror's performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.

Without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, will not be evaluated favorably or unfavorably on past performance. Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable."

- c) FACTOR III – PRICE. Price is not formally scored but is the primary evaluation factor for determining award. The government expects competitive offers to be submitted for this procurement and will use these competitive offers to determine price reasonableness. If competitive offers are not received, the Government

reserves the right to utilize other methods identified in the FAR to determine price reasonableness.

- i) Completeness. Each offeror is required to provide a complete pricing for each contract line identified.
- ii) The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options shall not obligate the Government to exercise the options(s).
- iii) The Government will evaluate the option contained in clause 52.217-8 – Option to Extend Services by adding to the total price one half the amount of the final year's option price (base year if no options). Evaluation of this option shall not obligate the Government to exercise this option. The offeror shall not include pricing for this option period on their offer.
- iv) Definitions.
 - (1) Reasonableness. A price is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business.
 - (2) Completeness/Accuracy. The offeror is in compliance with the Schedule of Items/Price Schedule contained/attached within the solicitation.

52.212-3 Offeror Representations and Certifications—Commercial Products and Commercial Services (DEC 2022) (DEVIATION DEC 2022)

52.212-4 Contract Terms and Conditions--Commercial Products and Commercial Services (DEC 2022)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Products and Commercial Items (MAR 2023)

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

- (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

- (2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).
- (3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).
- (6) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (7) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

- ☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- ☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) (31 U.S.C. 6101 note).
- ☒ (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
- ☒ (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (MAT 2023)(15 U.S.C. 632(a)(2)).
- ☒ (27) 52.222-3, Convict Labor (JUN 2003) (E.O.11755).
- ☒ (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (DEC 2022) (E.O.13126).
- ☒ (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ☒ (30) (i) 52.222-26, Equal Opportunity (SEP 2016) (E.O.11246).
- ☒ (31) (i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- ☒ (32) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- ☒ (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- ☒ (35) (i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- ☒ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).
- ☒ (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT2018) (31 U.S.C. 3332).

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

- ☒ (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).
- ☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ☒ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ☒ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ☒ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
- ☒ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).
- (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).
- (iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (vii) 52.222-26, Equal Opportunity (SEP 2015) (E.O.11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).
- (xiii)
 - (A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O 13627).
 - (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xvi) 52.222-54, Employment Eligibility Verification (MAY 2022) (E.O. 12989).
- (xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

- (xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
 - (xix)
 - (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
 - (B) Alternate I (JAN 2017) of 52.224-3.
 - (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
 - (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
 - (xxii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.
 - (xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (End of clause)

FAR and AGAR Provision:

Provisions Incorporated by Reference:

- 52.204-7 System for Award Management (OCT 2018)
- 52.204-16 Commercial and Government Entity Code Reporting (AUG 2020)
- 52.204-17 Ownership or Control of Offeror (AUG 2020)
- 52.204-20 Predecessor of Offeror (AUG 2020)
- 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)
- 52.204-26 Covered Telecommunications Equipment or Services—Representation (OCT 2020)
- 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (FEB 2016)
- 52.222-22 Previous Contracts and Compliance Reports (FEB 1999)
- 52.222-25 Affirmative Action Compliance (APR 1984)
- 52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications (JUN 2020)
- 52.237-1 Site Visit (APR 1984)

Provisions Incorporated by Full Text:**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):

Federal Acquisition Regulation (FAR) Clauses:

<https://www.acquisition.gov/browse/index/far> (FAR clauses begin with 52)

Department of Agriculture Acquisition Regulation (AGAR) Clauses:

<https://www.acquisition.gov/agar> (AGAR clauses begin with 452)

Deviations to provisions may be viewed at:

<https://www.dm.usda.gov/procurement/policy/FARClassDeviations.htm>

(End of Provision)

52.252-5 Authorized Deviations in Provisions (NOV 2020)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation of any Agriculture Acquisition Regulation (48 CFR Chapter 4) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Provision)

FAR and AGAR Clauses:

Clauses Incorporated by Reference:

- 52.203-3 Gratuities (APR1984)
- 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Jun 2020)
- 52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (JUN 2020)
- 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 (OCT 2018)
- 52.204-18 Commercial and Government Entity Code Maintenance (AUG 2020)
- 52.204-19 Incorporation by Reference of Representations and Certifications (Dec 2014)
- 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (NOV 2021)

- 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (SEP 2013)
- 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (NOV 2021) (DEVIATION APR 2020) (31 U.S.C.3332).
- 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
- 52.242-13 Bankruptcy (July 1995)
- 52.245-1 Government Property (SEP 2021)
- 52.245-9 Use and Charges (APR 2012)
- 52.246-4 Inspection of Services-Fixed-Price (Aug 1996)

Clauses Incorporated by Full Text:

52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)

Addendum to 52.204-9: The Government will provide an Encrypted file for the Contractor to fill out the Personal Identity Verification (PIV) for each employee(s) requiring routine access to Federally Controlled Facility after award.

Fill in: Encrypted Contact Info provided at the Post Award Meeting. Submit a copy to the COR and the Contracting Officer after post award meeting.

(End of Clause)

52.216-18 Ordering (AUG 2020)

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

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

(c) A delivery order or task order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of Clause)

52.216-19 Order Limitations (Oct 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$2,500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$60,000.00;

(2) Any order for a combination of items in excess of \$100,000.00; or

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

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

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

(End of Clause)

52.216-21 Requirements (Oct 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the

order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after the performance of all service requirements on all task orders outstanding at the end of the last ordering period of the contract.

(End of Clause)

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 10 days of contract expiration.

(End of Clause)

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 10 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of Clause)

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):

Federal Acquisition Regulation (FAR) Clauses:

<https://www.acquisition.gov/browse/index/far> (FAR clauses begin with 52)

Department of Agriculture Acquisition Regulation (AGAR) Clauses:

<https://www.acquisition.gov/agar> (AGAR clauses begin with 452)

Deviations to clauses may be viewed at:

<https://www.dm.usda.gov/procurement/policy/FARClassDeviations.htm>

(End of Clause)

52.252-6 Authorized Deviations in Clauses (NOV 2020)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

- (b) The use in this solicitation or contract of any Agriculture Acquisition Regulation (48 CFR Chapter 4) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

452.222-71 Past Performance Labor Law Violations (OCT 2021)

In submitting this offer, the offeror (prospective contractor) certifies to the best of the offeror's knowledge and belief, that they, and any subcontractor at any tier, are in compliance with all previously required corrective actions for adjudicated labor law violations (see applicable labor laws in 452.222.70).

Prior to receiving an award, a contractor shall provide a list of the specific violations of the legal requirements listed above, if any, and be given an opportunity to disclose any steps taken to correct the violations of, or improve compliance with, such legal requirements. The contracting officer in coordination with their Mission Area senior contracting official will consider any information provided and determine whether a contractor is a responsible source that has a satisfactory record of integrity and business ethics. The contracting officer shall ensure that contractors update the information provided every 6 months and that they require their subcontractors to update them on the aforementioned information every 6 months.

The contractor and any subcontractors shall incorporate into lower tier subcontracts a requirement that the information described above be provided to the contractor.

(End of clause)

Key Personnel (FEB 1988)

- (a) The Contractor shall assign to this contract the following key personnel: Contract Manager and Quality Control Representative.
- (b) During the first 90 days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.
- (c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

(End of Clause)

452.204-71 Personal Identity Verification of Contractor Employees (Oct 2007)

(a) The contractor shall comply with the personal identity verification (PIV) policies and procedures established by the Department of Agriculture (USDA) Directives 4620-002 series.

(b) Should the results of the PIV process require the exclusion of a contractor's employee; the Contracting Officer will notify the contractor in writing.

(c) The contractor must appoint a representative to manage compliance with the PIV policies established by the USDA Directives 4620-002 series and to maintain a list of employees eligible for a USDA LincPass required for performance of the work.

(d) The responsibility of maintaining a sufficient workforce remains with the contractor. Contractor employees may be barred by the Government from performance of work should they be found ineligible or to have lost eligibility for a USDA LincPass. Failure to maintain a sufficient workforce of employees eligible for a USDA LincPass may be grounds for termination of the contract.

(e) The contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine unaccompanied physical access to a Federally-controlled facility and/or routine unaccompanied access to a Federally-controlled information system.

(f) The PIV Sponsor for this contract is a designated program point of contact, which in most cases is the COR, unless otherwise specified in this contract. The PIV Sponsor will be available to receive contractor identity information from Monday to Friday through the Contracting Officer. The Government will notify the contractor if there is a change in the PIV Sponsor, the office address, or the office hours for registration; however, it is the contractor's responsibility to meet all aspects of paragraphs (c), (d), and (e).

452.215-73 Post Award Conference (NOV 1996)

A post award conference with the successful offeror is required. It will be scheduled within 10 days after the date of contract award. The conference will be held by a virtual teleconference.

Modification for Contract Closeout

Upon contract closeout for contracts utilizing Simplified Acquisition Procedures (SAP) according to FAR 13:

(a) If unobligated funds in the amount of \$1,000 or less remain on the contract, the Contracting Officer (CO) shall issue a unilateral modification for deobligation. The contractor will receive a copy of the modification but will not be required to provide a signature. The CO shall immediately proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.

(b) If unobligated funds of more than \$1,000 remain on the contract, the CO shall issue a bilateral modification for deobligation. The contractor will receive a copy of the modification and will be required to provide a signature. (The CO may also request a Release of Claims be completed by the contractor, although not required for contract and orders using SAP procedures.) If the bilateral modification and Release of Claims are not returned to the CO within 60 days, the CO shall release the modification as unilateral and proceed with contract closeout upon completion of the

period of performance, receipt and acceptance of supplies or services, and final payment.
(End of Instruction)

Inquiries

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer. Offerors should contact only the Contracting Officer issuing the solicitation about any aspect of this requirement prior to contract award.
(End of Instruction)

Submission of Offers:

Date	Time	Method of Submission
June 8, 2023	12:00 PM (AK)	Offers shall be submitted electronically via email.

Government Point of Contacts:

Title	POC
Contracting Officer	Stacy Doult (stacy.doult@usda.gov)
Contracting Officer	Ray Padgett (Raymond.Padgett@usda.gov)

Attachments List: The following attachments are made a part of this solicitation and any resultant contract.

Attachment Number	Description
1	Attachment 1 - PWS Sitka Janitorial
2	Attachment 2 – SCA WD 2015-5685 R19 12.27.22
3	Attachment 3 – Schedule of Items Quote Sheet