

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER		PAGE OF 1 19		
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER 12444123Q0002		6. SOLICITATION ISSUE DATE 10/31/2022	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ALDORA DABBS			b. TELEPHONE NUMBER (No collect calls) 803-725-0291		8. OFFER DUE DATE/LOCAL TIME 11/29/2022 0900 ET	
9. ISSUED BY USDA-FS CSA EAST 3 1720 PEACHTREE ST NW STE 876S ATLANTA GA 30309-2449			CODE 4441	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 561720 SIZE STANDARD: \$19.5				
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING		
15. DELIVER TO US FOREST SERVICE CHEOAH RANGER DISTRICT 1070 MASSEY BRANCH ROAD ROBBINSVILLE NC 28771			CODE	16. ADMINISTERED BY USDA-FS CSA EAST 3 1720 PEACHTREE ST NW STE 876S ATLANTA GA 30309-2449			CODE 4441	
17a. CONTRACTOR/ OFFEROR		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY				CODE
TELEPHONE NO.				<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	Janitorial Services - Cheoah Ranger District Offices and Work Center This solicitation includes the following attachments: Attachment 1- Statement of Work Attachment 2- Schedule of Items Attachment 3- Relevant Experience/ Past Performance Questionnaire Offeror must be registered in SAM.gov and the <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: _____ OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED		

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	account must be active at the time quotes are due Contract Specialist: Dori Dabbs aldora.dabbs@usda.gov				

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32c. DATE 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER 34. VOUCHER NUMBER 35. AMOUNT VERIFIED CORRECT FOR 36. PAYMENT 37. CHECK NUMBER
 PARTIAL FINAL COMPLETE PARTIAL FINAL

38. S/R ACCOUNT NUMBER 39. S/R VOUCHER NUMBER 40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 42a. RECEIVED BY (*Print*)
 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER 41c. DATE 42b. RECEIVED AT (*Location*)
 42c. DATE REC'D (*YY/MM/DD*) 42d. TOTAL CONTAINERS

SECTION B

INTENT AND LOCATION OF THE BPA

The intent of this solicitation is to award a single firm fixed price Blanket Purchase Agreement (BPA) for Janitorial Services to be performed for the USDA Forest Service, Cheoah Ranger District located near Robbinsville, NC. The period of performance on the BPA will consist of a base period of five (5) years. The BPA does not obligate funds; the Government is obligated only to the extent of authorized purchases actually made under the BPA. There will be five (5) individual (annual) ordering periods which will obligate funds on BPA call orders.

PROCUREMENT OVERVIEW

1. STATEMENT OF WORK: See Attachment 1.
2. SCHEDULE OF ITEMS: Offeror is to provide pricing on all items and entire quantities contained in the Schedule of Items document for each BPA Ordering Period – see Attachment 2.

Note: The pricing submitted with this solicitation is not intended to be used for facilities directly impacted by individuals infected with COVID-19. If a facility is impacted by COVID-19 the contractor may be given the opportunity to quote a deep clean, or the deep COVID clean may be handled by another contractor outside of this contract.

3. WAGE RATES: Prevailing Wage Rates will apply for any BPA call order issued from this BPA. Current Wage Rate information will be included with each BPA call order. See contract clause FAR 52.222-41, Service Contract Act of 1965 for details.

BPA PERIODS OF PERFORMANCE

BPA Ordering Period 1:	January 1, 2023 THRU December 31, 2023
BPA Ordering Period 2:	January 1, 2024 THRU December 31, 2024
BPA Ordering Period 3:	January 1, 2025 THRU December 31, 2025
BPA Ordering Period 4:	January 1, 2026 THRU December 31, 2026
BPA Ordering Period 5:	January 1, 2027 THRU December 31, 2027

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CONTRACTOR INFORMATION	
Is your company active in SAM.gov? _____ YES _____ NO. To be awarded this BPA, your company MUST be active in SAM at the time solicitations are due as prescribed in FAR 52.204-7.	
COMPANY NAME: _____	
TAX ID: _____	DUNS or UEI /CAGE: _____
POINT OF CONTACT(S): _____	
EMAIL ADDRESSES: _____	
OFFICE PHONE #: _____	CELL #: _____

OTHER INFORMATION AND REQUIREMENTS

POINTS OF CONTACT:		
Dori Dabbs	Contract Specialist (CS)	Aldora.dabbs@usda.gov

CONTRACTING OFFICER

a. The Contracting Officer (CO) responsible for overseeing award of this BPA and subsequent administration of this BPA:

<u>Contracting Officer (CO):</u> To be determined upon award	<u>Contract Specialist (CS):</u> Ms. Dori Dabbs USDA Forest Service Region 8 Acquisitions P.O. Box 700 New Ellenton, SC 29809 Email: aldora.dabbs@usda.gov
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b. A Contracting Officer means a person with the authority to enter into, administer and/or terminate contracts or BPAs and make related determinations and findings. The Contracting Officer signs all contractual documents, approves and signs all modification to BPAs, contracts, processes and approves payment request, reviews and make final decisions on contractual discrepancies, and administers the BPA. The CO will also be responsible for the day-to-day monitoring of the contractor’s performance in the areas of BPA compliance, BPA administration, cost control, and property control; reviewing the Contracting Officer’s Representative (COR)’s assessment of the contractor’s performance; and

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resolving all differences between the COR's version and the contractor's version. ***The Contracting Officer is the only authorized individual to make changes to the BPA.***

CONTRACTING OFFICER'S REPRESENTATIVE (COR) –

- a. Contracting Officer's Representative(s) (COR) and/or Government Technical Monitor will be designated in writing at the time of BPA award. A copy of the designation will be furnished to the Contractor.
- b. The COR will act as liaison between the USDA Forest Service herein referred to as "FS" and the Contractor(s), and, when necessary, will provide technical direction to the Contractor(s). The Contracting Officer's Representative (COR) and is responsible for monitoring, assessing, recording, and reporting on the technical performance of the contractor. *The COR, however, is not authorized to change any of the terms and conditions of the BPA, make decisions concerning disputes arising under the BPA, or resolve differing site condition matters.* Neither the presence nor absence of a government representative shall relieve the Contractor(s) of his/her/their responsibilities under the BPA.
- c. The Contracting Officer for this BPA should be informed as soon as possible of any actions or inactions by the Contractor or the Government which could change any of the terms, conditions, or completion time stated in the BPA. On all matters pertaining to BPA terms, the Contractor must communicate with the Contracting Officer.
- d. Whenever, in the opinion of the Contractor, the COR requests effort outside the scope of the BPA, the Contractor should advise the Contracting Officer immediately.

CONTRACTOR OBLIGATION:

See Attachment 1- Statement of Work. Contractor shall provide personnel who are trained and competent to accomplish the work on this BPA in a manner consistent with the highest professional standards of the industry. Contractors are required to stay in communication with the designated Contracting Officer's Representative (COR) at all times.

On all matters that pertain to the BPA terms, the Contractor shall communicate, in writing, with the Contracting Officer. Whenever, in the opinion of the Contractor, the COR requests are outside the scope of the BPA, the Contractor should advise the COR and CO immediately. Buying and using material or performing any services not listed in this BPA without proper contractual modification by the Contracting Officer could result in nonpayment of these services and shall result in the Contractor performing those services at their own expense.

GOVERNMENT QUALITY ASSURANCE

The Government will monitor services to ensure that the Contractor is providing quality materials and services to meet the performance standards. Visual observation and physical checks will be used. The Government reserves the right, if deemed necessary, to reject equipment or materials deemed unsatisfactory for this BPA.

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Government inspections will be documented and placed in the COR's file. If the contractor's supplies do not meet the standards as outlined in this BPA, a Notice of Non-Compliance will be issued to the Contractor. The CO may issue other cure notices if services or supplies are not being provided in a timely manner or does not comply with BPA specifications.

Government inspections are for the sole benefit of the Government and do not -

- 1) Relieve the contractor of responsibility for providing adequate quality control measures;
- 2) Relieve the contractor of responsibility for damage to or loss of the material before acceptance;
- 3) Constitute or imply acceptance; or
- 4) Affect the continuing rights of the Government after acceptance of the services.

Inspection of the supplies and services under this BPA shall be made by the Contracting Officer's Representative (COR) or a designated Government monitor as the work progresses and at such intervals as are necessary to ensure compliance with the BPA specifications and provisions. If the services are not acceptable by the COR, the contractor shall perform said services to the satisfaction of the COR in accordance to this BPA at no cost to the government. Upon acceptance by the COR, the contractor may submit their invoice in the IPP system.

CONTRACTOR QUALITY CONTROL

The Contractor is to ensure the material and the quality of work is in accordance with this BPA. Subcontracting work is not an excuse for substandard performance. The Contractor will have measures in place to ensure services are performed to the Statement of Work in this BPA. The Contractor is to communicate with the CO and COR as needed and shall be available to meet the CO and/or COR within a reasonable timeframe when requested.

Performance Evaluations

Performance will be measured by scheduled and random observation to assure that all BPA requirements are being met.

Negative performance will result in rework at no additional cost to the Government. If rework is not possible or does not occur, deductions may be withheld from invoice(s).

TECHNICAL DIRECTION

The performance of work required herein shall be subject to the technical direction and inspection of the COR. As used herein, "technical direction" is direction to the Contractor(s), which requires pursuit of certain lines of inquiry, filling in details or otherwise serving to accomplish BPA requirements or BPA call order specifications. The technical direction, to be valid:

- a) Must be issued in writing consistent with the general scope of the work set forth in the BPA;

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- b) May not constitute a new assignment of work or changes to the expressed terms, conditions, or specifications incorporated into this BPA or any BPA call orders issued by the CO or ACOs;
- c) Shall not constitute a basis for extension of the BPA / BPA order delivery schedule(s)

Nothing contained in this part authorizes the Contractor(s) to incur costs in excess of the BPA price or other limitations of funds set forth in the BPA due to extra work performed in response to informal directions, suggestions, or instructions (oral or written) given by representatives of the CO, unless prior to commencing such work, the Contractor(s): 1) directly notifies the CO; 2) requests a formal BPA modification; and 3) receives written authorization to proceed from the CO.

MEETINGS

The Contractor(s) shall be available to meet with the Contracting Officer (CO) or Contracting Officers Representative (COR) upon request. Meetings will be scheduled by the CO with timely notification to the Contractor(s).

INVOICING:

The Contractor will submit a monthly invoice at the end of each service month in IPP (Invoice Processing Platform) at www.IPP.gov. Contractors must sign up in IPP prior to submitting their first invoice. If the Contractor has an existing IPP username and password from any federal agency that uses IPP, the Contractor must use these to log into IPP and submit an invoice.

It is the Contractor's responsibility to invoice using IPP. The Contractor is not required to sign the invoice for partial or progress payments but is required to sign the final payment invoice and a release. Payments shall be made on a calendar month (30 days) basis in arrears. Payments will be made 30 calendar days from the acceptance date in accordance with the Prompt Payment Act. Payment for less than a full month will be determined by dividing the number of days in the month into the unit price to achieve a daily rate. This amount will then be multiplied by the actual number of days used to arrive at the total amount earned for that month.

QUOTE SUBMITTAL INFORMATION

All QUESTIONS concerning this solicitation must be submitted in writing to Dori Dabbs at aldora.dabbs@usda.gov. To allow for proper response, no technical questions will be accepted after **9:00 AM EST on November 9, 2022**.

IMPORTANT: QUOTES ARE DUE **9:00 AM EST on November 29, 2022** AND SHALL BE EMAILED TO: aldora.dabbs@usda.gov

For quote to be considered responsive and considered for award, Offeror must be registered in the System for Award Management (SAM) at <https://sam.gov/content/home> and the account be active at the time quotes are due.

CONTRACTORS MUST SUBMIT THE FOLLOWING DOCUMENTS. (Quotes/Proposals may be deemed unresponsive if these documents are not provided by the closing date of the solicitation):

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- 1) SF 1449 (Complete boxes 17a, 30a, 30b, and sign box 30c) – page 1 of this document
- 2) CONTRACTOR INFORMATION – on page 4 of this document
- 2) ATTACHMENT 2: Schedule of Items – Submit pricing on Attachment 2
- 4) ATTACHMENT 3: Relevant Experience/ Past Performance Questionnaire - Complete and sign
- 5) FAR 52.212-3 – only if NOT completed in SAM.gov or you have updates not completed in SAM.gov
- 10) AMENDMENTS to the solicitation (AS APPLICABLE)

SECTION C - CONTRACT CLAUSES

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services (JAN 2022)

(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) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (6) 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:

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509)).
- (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- (5) [Reserved].
- (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

__ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

X (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).

__ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

__ (10) [Reserved].

__ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) (15 U.S.C. 657a).

__ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (13) [Reserved]

X (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

__ (ii) Alternate I (MAR 2020) of 52.219-6.

__ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

__ (ii) Alternate I (MAR 2020) of 52.219-7.

X (16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).

__ (17) (i) 52.219-9, Small Business Subcontracting Plan (NOV 2021) (15 U.S.C. 637(d)(4)).

__ (ii) Alternate I (NOV 2016) of 52.219-9.

__ (iii) Alternate II (NOV 2016) of 52.219-9.

__ (iv) Alternate III (JUN 2020) of 52.219-9.

__ (v) Alternate IV (SEP 2021) of 52.219-9.

__ (18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

__ (ii) Alternate I (MAR 2020) of 52.219-13.

X (19) 52.219-14, Limitations on Subcontracting (SEP 2021) (15 U.S.C. 637s).

__ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

__ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) (15 U.S.C. 657f).

X (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (SEP 2021) (15 U.S.C. 632(a)(2)).

__ (ii) Alternate I (MAR 2020) of 52.219-28.

__ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (SEP 2021) (15 U.S.C. 637(m)).

__ (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (SEP 2021) (15 U.S.C. 637(m)).

__ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

__ (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15U.S.C. 637(a)(17)).

X (27) 52.222-3, Convict Labor (JUN 2003) (E.O.11755).

X (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2022) (E.O.13126).

X (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

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

(ii) Alternate I (FEB 1999) of 52.222-26.

(31) (i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(ii) Alternate I (JUL 2014) of 52.222-35.

(32) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(ii) Alternate I (JUL 2014) of 52.222-36.

(33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

(35) (i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

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

(36) 52.222-54, Employment Eligibility Verification (NOV 2021) . (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

(37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

(38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

(39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

(40) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (OCT 2015) of 52.223-13.

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

(ii) Alternate I (Jun2014) of 52.223-14.

(42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

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

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

(44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

(45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

(46) 52.223-21, Foams (Jun2016) (E.O. 13693).

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

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

(48) 52.225-1, Buy American-Supplies (NOV 2021) (41 U.S.C. chapter 83).

(49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2021) (41 U.S.C.chapter83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001

note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

___ (ii) Alternate I (JAN 2021) of 52.225-3.

___ (iii) Alternate II (JAN 2021) of 52.225-3.

___ (iv) Alternate III (JAN 2021) of 52.225-3.

X (50) 52.225-5, Trade Agreements (OCT 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302Note).

___ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov2007) (42 U.S.C. 5150).

___ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (42 U.S.C. 5150).

___ (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

___ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

___ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

___ (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT2018) (31 U.S.C. 3332).

X (59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

___ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(13)).

___ (63)

(i) 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).

___ (ii) Alternate I (APR 2003) of 52.247-64.

___ (iii) Alternate II (NOV 2021) of 52.247-64.

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

[Contracting Officer check as appropriate.]

X (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter67).

X (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).

X (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) (29U.S.C.206 and 41 U.S.C. chapter 67).

__ (5) 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).

__ (6) 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).

X (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

X (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

__ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, 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 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds 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 (May2014) (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 (NOV 2021) (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. 2302 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) 52.247-64, 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 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 this BPA award document. 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 5 days of end of performance period.

(End of Clause)

FAR 52.246-4 INSPECTION OF SERVICES-FIXED PRICE (AUG 1996)

(a) Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

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

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may-

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may-

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

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(2) Terminate the contract for default.

(End of clause)

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<https://www.acquisition.gov/?q=browsefar>

<https://www.acquisition.gov/agar>

FAR Number	Title	Date
52.202-1	Definitions	JUN 2020
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions on Subcontractor Sales to the Government	JUN 2020
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	JUN 2020
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	JUL 2018
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	AUG 2020
52.208-9	Contractor Use of Mandatory Sources of Supply or Services	MAY 2014
52.212-4	Contract Terms and Conditions-Commercial Items	OCT 2018
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.232-1	Payments	APR 1984
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-3	Protest after Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
52.249-4	Termination for Convenience of the Government (Services)	APR 1984
52.249-8	Default (Fixed-Price Supply and Service)	APR 1984

AGAR 452.211-72 STATEMENT OF WORK/SPECIFICATIONS (FEB 1988)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications referenced below.

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(End of Clause)

**AGAR 452.211-73 ATTACHMENTS TO STATEMENT OF WORK/
SPECIFICATIONS (FEB 1988)**

The attachments listed in this document are hereby made a part of this solicitation and any resultant contract.

(End of Clause)

SECTION D – ATTACHMENTS

Attachment Number	Title
1	Statement of Work
2	Schedule of Items
3	Relevant Experience/ Past Performance Questionnaire

SECTION E - PROVISIONS

The solicitation provisions are for solicitation purposes only. They will be physically removed from any resultant award document but will be deemed to be incorporated by reference in the award.

**FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
(FEB 1998)**

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

<https://www.acquisition.gov/?q=browsefar>
<https://www.acquisition.gov/agar>

FAR Number	Title	Date
52.204-26	Covered Telecommunications Equipment or Services-Representation	OCT 2020
52.212-3	Offeror Representations and Certifications-Commercial Items	MAR 2020
52.223-1	Biobased Product Certification	MAY 2012

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52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications	JUN 2020
52.233-2	Service of Protest	SEP 2006

(End of provision)

FAR 52.212-2 EVALUATION – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

(a) The Government will award a 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:

- PAST PERFORMANCE
- PRICE

(b) BASIS FOR CONTRACT AWARD. This is a competitive best value acquisition utilizing simplified acquisition procedures in accordance with FAR Part 13.

Comparative Evaluation. The Government may perform a comparative evaluation (comparing offers to each other) to select the contractor that is best suited and provides the best value, considering the evaluation factors in this solicitation.

(c) PRICE EVALUATION. The price evaluation will document the reasonableness, and affordability of the proposed total evaluated price. Affordability may be controlling in circumstances where two or more offers are evaluated for past performance and the superior offeror is at a cost that the Government cannot afford.

(d) PAST PERFORMANCE EVALUATION

Using the past performance questionnaires, the contracting officer shall seek relevant performance information on a minimum of three (3), lowest priced offerors based on the past and present efforts provided by the offeror, and data independently obtained from other government and commercial sources. Past performance must be recent and relevant.

Recent past performance must include performance that occurred within three (3) years of the solicitation issuance date.

Relevant performance includes performances of efforts involving janitorial services similar to the dollar value and complexity of this solicitation.

In evaluating past performance, the government reserves the right to give greater consideration to information on past-performed contracts deemed most relevant (similar type, scope, and magnitude) to the effort and services detailed in this solicitation.

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Ratings which will be used to measure Past Performance:

ACCEPTABLE - Based on the offeror's performance record, little doubt exists that the offeror will successfully perform the required effort. The risk to the Government is low.

MARGINAL - Based on the offeror's performance record, some doubt exists that the offeror will successfully perform the required effort. They may not have relevant experience of the same size/scope of this requirement. The risk to the Government is medium-high.

UNACCEPTABLE - Based on the offeror's performance record, extreme doubt exists that the offeror will successfully perform the required effort. They have not demonstrated that they have relevant experience of the same size/scope of this requirement, nor have they provided sufficient information to adequately access their work history. The risk to the Government is very high.

Offerors are cautioned to submit past performance in sufficient information. It is also the offeror's responsibility to make all best attempts to assure that information provided for past performance verification is as current and accurate as possible. Information containing contact names no longer at the location provided, disconnected or changed phone numbers, or any other inaccurate information that hinders verifying past performance information runs the risk of the information not being considered.

Offerors may be asked to clarify certain aspects of their proposal (for example, the relevance of past performance information) or respond to adverse past performance information to which the offeror has not previously had an opportunity to respond.

Adverse past performance is defined as past performance information that support a less than satisfactory rating finding or any unfavorable comments received from sources. The Government will use information provided by the offerors and information obtained from other sources.

(e) ADEQUATE PROPOSAL SUBMISSION. Proposals submitted without providing adequate information to perform a technical evaluation shall be deemed unresponsive and not be considered for award.

THE GOVERNMENT RESERVES THE RIGHT TO AWARD TO OTHER THAN THE LOW OFFEROR.

(End of provision)

FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a single award Blanket Purchase Agreement (BPA) resulting from this solicitation.

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(End of provision)

AGAR 452.219-70 SIZE STANDARD AND NAICS CODE INFORMATION (SEP 2001)

The North American Industrial Classification System Code(s) and business size standard(s) describing the products and/or services to be acquired under this solicitation are listed below:

Line item(s): ALL NAICS Code: 561720 Size Standard: \$19.5 M

HISTORICAL DATA:

Prior Contract information on the incumbent contractor for these services is shown below. This is for informational purposes only.

Incumbent Contract Number: AG-4568-C-17-0069

Incumbent Contractor name and address: Tony England

England Branch Road, Robbinsville, NC 28771

Awarded Contract Value (5 years): \$55,000.00